

AGENDA

COMMITTEE ON COMMUNITY IMPROVEMENT

January 9, 2007

**Aldermen Garrity, O'Neil,
Osborne, Gatsas, Duval**

**Immediately following Cmte. on Administration
Aldermanic Chambers
City Hall (3rd Floor)**

1. Chairman Garrity calls the meeting to order.
2. The Clerk calls the roll.
3. Amending resolution and budget authorization for the FY2007 CIP 210107 Homeless Healthcare Program in the amount of \$7,376.
Gentlemen, what is your pleasure?
4. Amending resolution and budget authorization for the FY2007 CIP 411007 NH Sobriety Checkpoint Program in the amount of \$2,680.
Gentlemen, what is your pleasure?
5. Amending resolution and budget authorization for the FY2007 CIP 411307 Project Safe Neighborhoods Program in the amount of \$23,920.
Gentlemen, what is your pleasure?
6. Amending resolution and budget authorization for the FY2007 CIP 411507 Stop Violence Against Women (VAWA) Program in the amount of \$24,000
Gentlemen, what is your pleasure?

7. Amending resolution and budget authorizations for the FY2007 CIP 811407 Manchester VISTA Initiative Program in the amount of \$10,500 and from another project.

Gentlemen, what is your pleasure?

8. Communication from Alderman Lopez requesting the establishment of a fund with about \$25,000 initially for the replacement of bad or broken Veteran's Memorial Markers throughout the City with the initial replacement of a metal marker at Hunt Pool in Sheehan/Basquil Park on Maple Street.

Gentlemen, what is your pleasure?

9. Communication from Frank Thomas, Public Works Director, requesting to change the official name of Jennas Way to Jenna Way.

Gentlemen, what is your pleasure?

10. Communication from Chuck DePrima, Deputy Director of Parks, Recreation & Cemetery, seeking authorization to dispose of the former Singer Park sports lights and skating rink currently in storage noting that due to the age of the equipment and the conditions under which they have been stored they no longer have any value.

Gentlemen, what is your pleasure?

11. Communication from Robert MacKenzie, Director of Planning and Community Development, requesting final funding in the amount of \$5,300,000 for the Granite Street Project.

Gentlemen, what is your pleasure?

12. Communication from Robert MacKenzie, Director of Planning and Community Development, seeking the Committee's authorization to locate funding for the installation of flashing signals at the intersection of Massabesic and Cypress Streets.

Gentlemen, what is your pleasure?

13. Communication from Robert MacKenzie, Director of Planning and Community Development, submitting the 1st and 2nd Progress Report for the Manchester Area Convention & Visitors Bureau.

Gentlemen, what is your pleasure?

14. Sewer abatement request (56 Wellington Court).
(Note: EPD recommends an abatement in the amount of \$37.80 be granted.)

Gentlemen, what is your pleasure?

15. Sewer abatement request (206 Ash Street).
(Note: EPD recommends an abatement in the amount of \$259.20 be granted.)

Gentlemen, what is your pleasure?

16. Sewer abatement request (356 Belmont Street).
(Note: EPD does not recommend an abatement at this time.)

Gentlemen, what is your pleasure?

TABLED ITEMS

A motion is in order to remove any of the following items from the table for discussion.

17. Petition to discontinue a portion of So. Bedford Street.
(Tabled 07/11/2006. On July 11, 2006, the BMA voted to refer this matter also to the Special Committee on Riverfront Activities and Baseball. Tabled in Riverfront Committee on 11/13/2006.)
18. Request of Alderman Forest seeking funding for the rehabilitation of the playground and resurfacing of the basketball court at Blodgett Park.
(Tabled 08/14/2006)

19. Communication from Lowell Terrace Associates proposing a mortgage/debt consolidation for property located at the northwest corner of Lowell and Chestnut Streets.
(Tabled 08/14/2006. Further information submitted by Finance enclosed.)
20. Petition to discontinue Pamela Circle submitted by the Airport Director.
(Tabled 10/23/2006 pending City Solicitor review. Highway Department supports petition for discontinuance.)
21. Security estimate provided by Pelmac Industries for property located behind the West Side Ice Arena and the Jr. Deb Softball field.
(Tabled 10/23/2006 pending reports from City staff.)
22. If there is no further business, a motion is in order to adjourn.

City of Manchester New Hampshire

In the year Two Thousand and Seven

A RESOLUTION

"Amending the FY 2007 Community Improvement Program, authorizing and appropriating funds in the amount of Seven Thousand Three Hundred Seventy Six Dollars (\$7,376) for the FY2007 CIP 210107 Homeless Healthcare Program."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2007 CIP as contained in the 2007 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept additional grant funds from the U.S. Department of Health and Human Services Health Resources Services Administration to implement health care services for homeless persons in Manchester;

NOW, THEREFORE, be it resolved that the 2007 CIP be amended as follows:

By increasing:

FY2007 CIP 210107 – Homeless Healthcare Program - \$7,376 Federal
(from \$320,000 to \$327,376)

Resolved, that this Resolution shall take effect upon its passage.

3

CIP BUDGET AUTHORIZATION

CIP #: **210107**

Project Year: **2007**

CIP Resolution: **6/12/2006**

Title: **Homeless Healthcare**

Amending Resolution: **1/16/2007**

Administering Department: **Health Department**

Revision: **1**

Project Description: **Funds to support health care services for homeless persons in Manchester.**

Federal Grants

Federal Grant: **Yes**

Environmental

Review Required: **No**

Grant Executed:

Completed:

Critical Events

1	Program Initiation	1/16/07
2	Program Completion	06/30/07
3		
4		
5		

Expected Completion Date: **6/30/2007**

Line Item Budget

	FEDERAL			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$327,376.00	\$0.00	\$0.00	\$327,376.00
TOTAL	\$327,376.00	\$0.00	\$0.00	\$327,376.00

Revisions

Revision #1 - \$7,376 of additional funding received from the U.S. Department of Health and Human Services increasing budget from \$320,000 to \$327,376.

COMMENTS

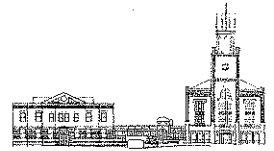


Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER


Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

Memo to: Members of the Committee on Community Improvement Program

From: Robert S. MacKenzie 
Director of Planning

Date: January 2, 2007

Subject: Health Department – CIP #210107 – Homeless Healthcare

The Health Department has notified us that the City has been approved to receive additional grant funds totaling \$7,376 from the United States Department of Health and Human Services Health Resources and Services Administration. These funds will be used to provide health services to homeless persons in Manchester. As such, we have prepared the appropriate Amending Resolution and budget authorization forms necessary for project initiation.

Your review of these documents and a recommendation for approval to the full Board is respectfully requested.

Attachments:

3

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov

City of Manchester New Hampshire

In the year Two Thousand and Seven

A RESOLUTION

"Amending the FY 2007 Community Improvement Program, authorizing and appropriating funds in the amount of Two Thousand Six Hundred Eighty Dollars (\$2,680) for the FY2007 CIP 411007 NH Sobriety Checkpoint Program."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2007 CIP as contained in the 2007 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept additional grant funds from the State of New Hampshire Highway Safety Agency to implement sobriety checkpoints in cooperation with the NH State Police;

NOW, THEREFORE, be it resolved that the 2007 CIP be amended as follows:

By increasing:

FY2007 CIP 411007 – NH Sobriety Checkpoint Program - \$2,680 State
(from \$11,000 to \$13,680)

Resolved, that this Resolution shall take effect upon its passage.

4

CIP BUDGET AUTHORIZATION

CIP #: 411007

Project Year: 2007

CIP Resolution: 6/12/2006

Title: NH Sobriety Checkpoint Program

Amending Resolution: 1/16/2007

Administering Department: Police Department

Revision: 1

Project Description: Operation of DWI sobriety checkpoints in cooperation with the NH State Police to identify and apprehend impaired drivers, increase public awareness and reduce serious motor vehicle accidents.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1	Program Initiation	07/03/06
2	Program Completion	06/30/07
3		
4		
5		

Expected Completion Date:

6/30/2007

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$13,680.00	\$0.00	\$0.00	\$13,680.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$13,680.00	\$0.00	\$0.00	\$13,680.00

Revisions

Revision #1 - \$9,936 of additional funding received from the State of New Hampshire Highway Safety Agency increasing budget from \$3,744 to \$13,680.

COMMENTS



Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER


Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

Memo to: Members of the Committee on Community Improvement Program

From: Robert S. MacKenzie 
Director of Planning

Date: January 2, 2007

Subject: Police Department – CIP #411007 – NH Sobriety Checkpoint Program

The Police Department has notified us that the City has received additional grant funds from the State of New Hampshire Highway Safety Agency totaling \$9,936 for the implementation of DWI Patrols.

As such, we have prepared the appropriate CIP Amending Resolution and revised Budget Authorization Form.

Your review of these documents and a recommendation for approval to the full Board is respectfully requested.

Attachments:

City of Manchester New Hampshire

In the year Two Thousand and Seven

A RESOLUTION

“Amending the FY 2007 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Three Thousand Nine Hundred Twenty Dollars (\$23,920) for the FY2007 CIP 411307 Project Safe Neighborhoods Program.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2007 CIP as contained in the 2007 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds from the State of New Hampshire Department of Justice to implement anti-gang enforcement efforts;

NOW, THEREFORE, be it resolved that the 2007 CIP be amended as follows:

By increasing:

FY2007 CIP 411307 – Project Safe Neighborhoods Program - \$23,920 State
(from \$10,000 to \$33,920)

Resolved, that this Resolution shall take effect upon its passage.

5

CIP BUDGET AUTHORIZATION

CIP #: 411307

Project Year: 2007

CIP Resolution: 6/12/2006

Title: Project Safe Neighborhoods

Amending Resolution: 1/16/2009

Administering Department: Police Department

Revision:

Project Description:

The program will concentrate on juvenile gun violence prevention through community outreach and education.

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

1	Program Initiation	1/16/07
2	Program Completion	06/30/07
3		
4		
5		

Expected Completion Date:

6/30/2007

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$9,246.00	\$0.00	\$0.00	\$9,246.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$24,674.00	\$0.00	\$0.00	\$24,674.00
TOTAL	\$33,920.00	\$0.00	\$0.00	\$33,920.00

Revisions

Revision #1 - \$23,920 of additional funding received from the State of New Hampshire Department of Justice increasing budget from \$10,000 to \$33,920..

COMMENTS

5



Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Milliard Design Review Committee

Memo to: Members of the Committee on Community Improvement Program

From: Robert S. MacKenzie *RS*
Director of Planning

Date: January 2, 2007

Subject: Police Department – CIP #411307 – Project Safe Neighborhoods

The Police Department has notified us that the City has received additional grant funds from the State of New Hampshire Department of Justice totaling \$23,920 for the implementation of anti-gang enforcement activities.

As such, we have prepared the appropriate CIP Amending Resolution and revised Budget Authorization Form.

Your review of these documents and a recommendation for approval to the full Board is respectfully requested.

Attachments:

S

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov

City of Manchester New Hampshire

In the year Two Thousand and Seven

A RESOLUTION

"Amending the FY 2007 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Four Thousand Dollars (\$24,000) for the FY2007 CIP 411507 Stop Violence Against Women (VAWA) Program."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2007 CIP as contained in the 2007 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds from the State of New Hampshire Department of Justice to implement domestic violence programs;

NOW, THEREFORE, be it resolved that the 2007 CIP be amended as follows:

By increasing:

FY2007 CIP 411507 – Stop Violence Against Women (VAWA) Program - \$24,000 State
(from \$100,000 to \$124,000)

Resolved, that this Resolution shall take effect upon its passage.

6

CIP BUDGET AUTHORIZATION

CIP #: 411507

Project Year: 2007

CIP Resolution: 6/12/2006

Title: VAWA

Amending Resolution: 1/16/2007

Administering Department: Police Department

Revision: 1

Project Description:

Funds are used to pay salaries/benefits of Domestic Violence Officer and two Victim Advocates to actively pursue Domestic Violence cases where the victim refuses to press charges or recants.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1	Program Initiation	1/16/07
2	Program Completion	12/31/07
3		
4		
5		

Expected Completion Date: 12/31/2007

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$124,000.00	\$0.00	\$0.00	\$124,000.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$124,000.00	\$0.00	\$0.00	\$124,000.00

Revisions

Revision #1 - \$24,000 of additional funding received from the State of New Hampshire Department of Justice increasing budget from \$100,000 to \$124,000.

COMMENTS

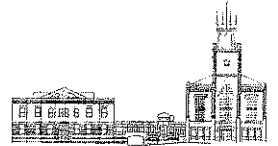


Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER


Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

Memo to: Members of the Committee on Community Improvement Program

From: Robert S. MacKenzie 
Director of Planning

Date: January 2, 2007

Subject: Police Department – CIP #411507 – Stop Violence Against Women (VAWA) Program

The Police Department has notified us that the City has received additional grant funds from the State of New Hampshire Department of Justice totaling \$24,000 for the implementation of domestic violence programming.

As such, we have prepared the appropriate CIP Amending Resolution and revised Budget Authorization Form.

Your review of these documents and a recommendation for approval to the full Board is respectfully requested.

Attachments:


One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov

City of Manchester New Hampshire

In the year Two Thousand and Seven

A RESOLUTION

"Amending the FY 2007 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Ten Thousand Five Hundred Dollars (\$10,500) for the FY2007 CIP 811407 Manchester VISTA Initiative Program."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2007 CIP as contained in the 2007 CIP budget; and

WHEREAS, Table 2 contains all sources of Community Development Block Grant, Emergency Shelter and Home funds and Table 3 contains all sources of Cash funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen desires to identify funding for the local matching share of a VISTA position; and

WHEREAS, funds originally allocated as the local share for the Health Department Refugee Case Manager are no longer required;

NOW, THEREFORE, be it resolved that the 2007 CIP be amended as follows:

By decreasing:

FY2007 CIP 212107 – Refugee Health Case Manager Program - \$10,500
(\$5,500 CDBG and \$5,000 Cash)

By increasing:

FY2007 CIP 811407 – Manchester VISTA Initiative Program - \$10,500
Increasing the budget from \$625,358 (\$562,900 Federal and \$62,458 Other) to \$635,858
(\$568,400 Federal; \$62,458 Other; and \$5,000 Cash)

Resolved, that this Resolution shall take effect upon its passage.

CIP BUDGET AUTHORIZATION

CIP #: 212107

Project Year: 2007

CIP Resolution: 6/12/2006

Title: Refugee Health Case Manager

Amending Resolution: 1/16/2007

Administering Department: Health Department

Revision: #1-Closeout

Project Description

New position to assess and coordinate priority needs of growing refugee population.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: Yes

Grant Executed:

Completed: Yes

Critical Events

1		
2		
3		
4		
5		

Expected Completion Date:

Line Item Budget

	CASH	CDBG		TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00

Revisions

Revision #1 - funds in the amount of \$10,500 transferred to 811407 and closes this project.

COMMENTS

Funds no longer needed as position will not be filled within the Health Department.

CIP BUDGET AUTHORIZATION

CIP #: 811407

Project Year: 2007

CIP Resolution: 6/12/2006

Title: Manchester VISTA Initiative Program

Amending Resolution: 1/16/2007

Administering Department: Mayor's Office

Revision: #3

Project Description

Americorp's VISTA/Manchester VISTA Project. Expansion of VISTA Program including administration and financial oversight.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1	Program Initiation	09/17/06
2	Program Completion	12/31/07
3		
4		
5		

Expected Completion Date: 12/31/2007

Line Item Budget

	FEDERAL*	OTHER	Cash	TOTAL
Salaries and Wages	\$350,008.00	\$43,632.00	\$3,600.00	\$397,240.00
Fringes	\$103,218.00	\$0.00	\$1,400.00	\$104,618.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$5,250.00	\$0.00	\$0.00	\$5,250.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$109,924.00	\$18,826.00	\$0.00	\$128,750.00
TOTAL	\$568,400.00	\$62,458.00	\$5,000.00	\$635,858.00

Revisions

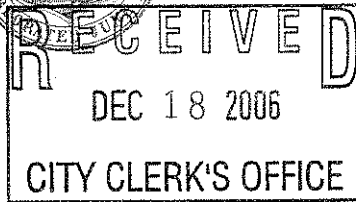
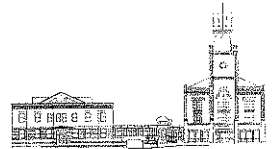
Revision #1 - changes Program Initiative date to 9/17/06.
 Revision #2 - increases federal share by \$23,625 and reduces local match (other) by \$25,348.
 Revision #3 - transfers \$10,500 of funds (\$5,000 Cash and \$5,500 CDBG) from 212107 for use as local match.

COMMENTS

Funds in the amount of \$40,000 transferred from 810507 VISTA Coordinator and additional funds received from Corporation For National & Community Service. Column 1 - VISTA/Federal and Column 2 - Cost sharing/VISTA Program sites. *Federal also includes \$5,500 of CDBG in addition to VISTA funds.



CITY OF MANCHESTER Board of Aldermen



Memo to: Committee on Community Improvement
From: Alderman Lopez
Date: December 18, 2006
Re: Veteran's Memorials

In the past few months Chairman Garrity, Alderman O'Neil and I have been working on finding a standard monument marker for recognition in Squares or on Streets that are named after Veterans. In redoing the square at Maple and south Willow Street, which is named after Sargent Arthur St. Pierre, the enclosed design was shown to the Manchester Veterans Council. It was agreed that they would like to see this design set as a standard monument marker for veterans when replacing or installing new markers.

The cost for each of these monuments is \$3,700.00, as you can see from the enclosed bill copy from Manchester Memorial Company. If we get these markers from one vendor I'm sure that they could be somewhat lower, especially if we did them 3 or 4 at a time.

I would like to see the Committee recommend establishing a fund with about \$25,000 initially to take care of some of the bad or broken markers out there. Over a period of time the wood markers would be replaced, the metal markers would be repaired where applicable, and markers that are damaged would be replaced. Initially I would also like to see the metal marker at Hunt Pool in Sheehan/Basquill Park on Maple Street be replaced with another metal marker since there are two there already.

I am enclosing a book of Manchester Honored Veterans First Edition of the square's/streets and parks that are named after veterans.



Manchester Memorial Co. Inc.

305 Calef Road, Manchester, NH 03103-6453 ■ 603-622-9013 ■ Fax 603-622-7696

SOLD TO City of Manchester
Department of Highways
227 Maple Street
Manchester, NH 03103

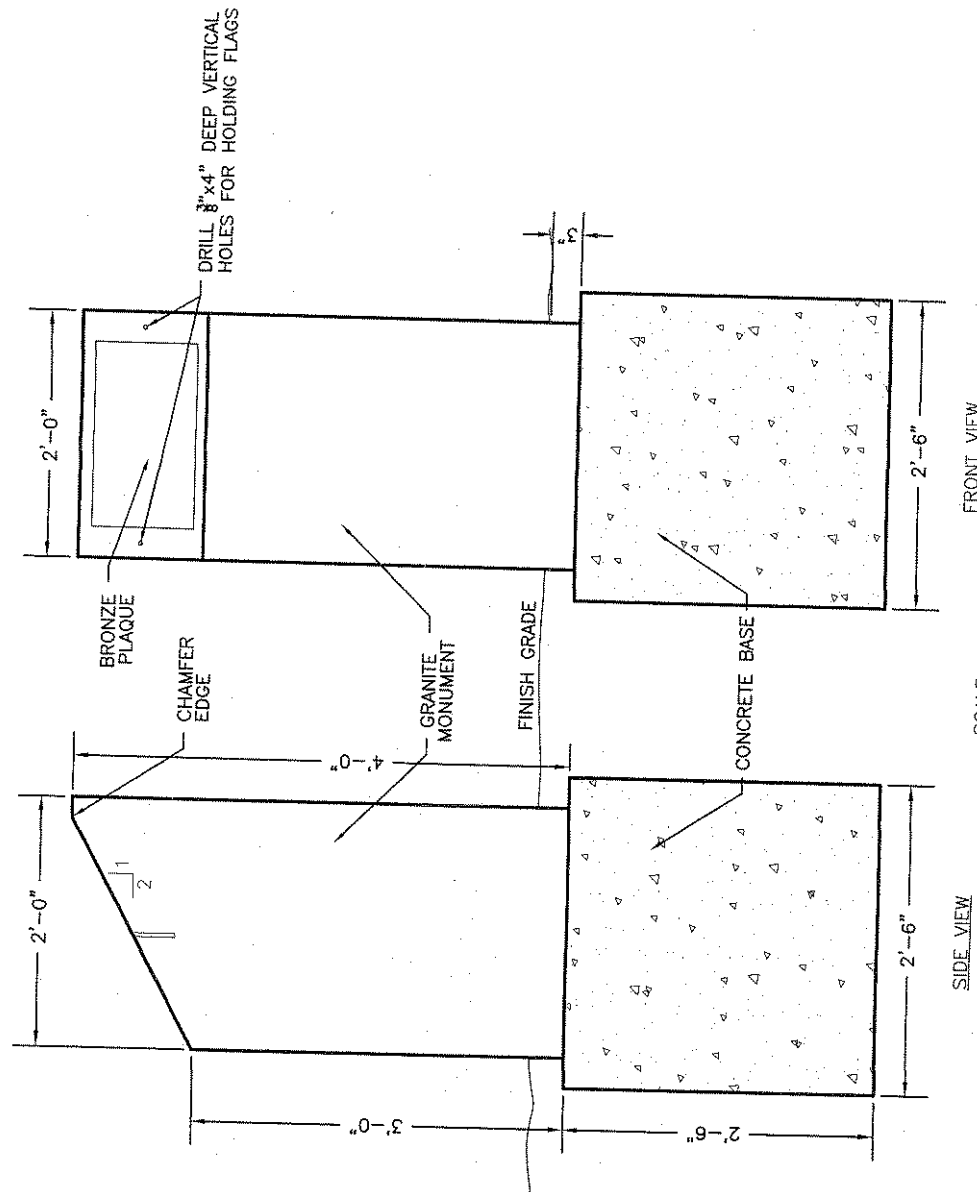
		INVOICE DATE		TERMS	
		11/9/06			
ORDER	ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT
			The dedication marker for Sgt. Arthur St. Pierre has been completed		\$ 3700.00
			PO #: 707064 ✓		
			Approved 11-14-06 Auct		
			RECEIVED NOV 14 2006		
			8		
TOTAL					\$ 3700.00



S/SGT ARTHUR M.
ST. PIERRE
8th US ARMY AIR FORCE

BORN MARCH 6, 1920
DIED AUGUST 20, 1944
IN GERMANY

8



SCALE:
1" = 1'-0"



STANDARD MONUMENT
MANCHESTER, NEW HAMPSHIRE
OCTOBER 2006



**City of Manchester
Department of Highways**

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission

Edward J. Beleski
- Chairman
Joan Flurey
William F. Houghton Jr.
Robert R. Rivard
William A. Varkas

Frank C. Thomas, P.E.
Public Works Director

Kevin A. Sheppard, P.E.
Deputy Public Works Director

November 22, 2006

Community Improvement Committee of the Board of Mayor and Aldermen
City Hall
c/o Leo R. Bernier, City Clerk
One City Hall Plaza
Manchester, New Hampshire 03101

RE: RENAMEING JENNAS WAY TO JENNA WAY

Dear Committee Members,

We have reviewed the submitted request for a name change of the private street currently known as Jennas Way and found:

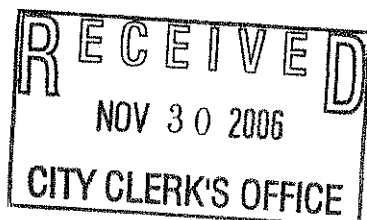
Plans of the development recorded at the Hillsborough County Registry of Deeds reference the street as Jennas Way.

The original documentation filed with the Planning Department refers to the street as Jennas Way.

The City GIS mapping shows the name as Jennas Way

The Assessors Office lists the properties as being on Jennas Way

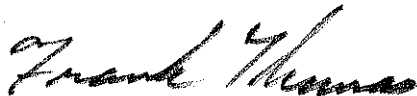
This request has been submitted to the Planning Department, Fire Department, Police Department, Assessors Department, Traffic Department, Building Department, the Water Works, and no objections have been raised.



9

The Highway Department supports the Association's request to change the official name of the street to Jenna Way. This name change does not change the status of the street from private to public.

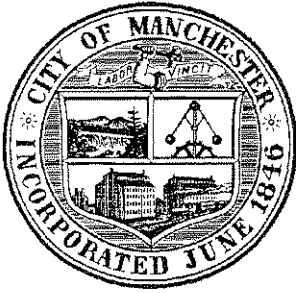
Sincerely,

A handwritten signature in cursive script, appearing to read "Frank Thomas".

Frank Thomas, P.E.
Public Works Director

MJM

cc: File



CITY OF MANCHESTER
Parks, Recreation & Cemetery Department

625 Mammoth Road
Manchester, NH 03104-5491
(603) 624-6565 Administrative Office
(603) 624-6514 Cemetery Division
(603) 624-6569 Fax

COMMISSION

George "Butch" Joseph, Chairman
Steve Johnson, Clerk
Michael Worsley
Dennis Smith
Sandra Lambert
Ronald Ludwig, Director

January 2, 2007

Alderman Mike Garrity, Chairman
City of Manchester Community Improvement Program
One City Hall Plaza
Manchester, NH 03101

Re: Former Singer Park Sports Lights/ Skating Rink

Dear Alderman Garrity:

Our Department has been storing the lights at a cost of \$100/ month since they were salvaged by our department in 2004. Due to fundraising issues Goffstown High School has not been able to purchase the lights for installation at their facility as originally intended. In May, the lights sustained significant damage due to the severe flooding at Piscataquog River Park where they were being stored in a box trailer until such time that they could be sold to Goffstown.

FEMA concluded that the items in the container (all components of the lighting system except the poles) were identified as "not insurable" and therefore reimbursement is limited to their "salvage value" not their replacement value. This decision was made based on the fact that these items were salvaged by our department from another facility. FEMA's obligation for this equipment is therefore limited to \$9,076.05.

Since the cost to replace these lights (estimated by Musco at \$66,419 for equipment only) far exceeds the salvage value the city will recover from FEMA it is our opinion that the city should dispose of the lights as they have very little value to anyone at this stage.

We would also like permission to dispose of the outdoor ice rink that the department has been asked to keep in storage at the same cost per month as the lights. Due to the age of the equipment and the conditions under which it has been stored we have determined that it no longer has any value.

Best regards,


Chuck DePrima, Deputy Director

Cc: Ron Ludwig, Director
Robert MacKenzie, Director Planning

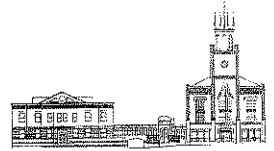


Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER


Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

Memorandum

To: Committee on Community Improvement Program
From: Robert S. MacKenzie 
Date: January 3, 2007
Subject: Granite Street Project Funding

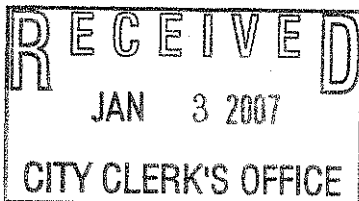
The Granite Street construction project is well underway and is on time and on budget. As you may remember from a presentation by the Public Works Director, there is a need for the final funding to complete the project from Commercial Street to Elm Street. Mr. Thomas has indicated that to keep the project on track, the final funding in the amount of \$5,300,000 will be needed.

This is to request Committee action on this amount which would be funded by General Obligation Bond. Should the Committee act favorably, our staff will prepare the bond resolution and CIP amending resolutions to be forwarded to the Board of Mayor and Aldermen.

Attached is additional information on the funding request and Mr. Thomas will be available to answer questions of the Committee.

I will be available to the Committee at your next meeting.

C: Frank Thomas, PE



One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov

**Granite Street Improvements
Project Summary
January 3, 2007**

- **Granite Street Bridge Improvements**

Contractor: ED Swett, Inc.

Contract amount: \$11,751,000

Engineer: CLD Engineers, Inc.

Contract status: Approximately 59% complete

Completion date: May 2008

- **Granite Street Improvements – West Side**

Contractor: Middlesex Corporation

Contract amount : part of NHDOT contract ... \$28,687,750

City portion: \$2,634,000

- **Other costs: Design : \$1,825,500**

Land acquisition: \$1,575,468

- **Funding: City : \$3,770,000**

FHWA: \$14,948,000

NHDOT \$792,700

Total \$19,510,700

- **Future Contract – Commercial St to Elm St**

Advertising date: February 15, 2007

Bid Due date: April 15, 2007

Contract award date: May 15, 2007

Completion date: November 2008

Estimated cost to complete: \$5,300,000

GRANITE STREET WIDENING & RECONSTRUCTION

UPDATED PROJECT ESTIMATE (NOV. 2006)

<u>Budget Item</u>	<u>Amount(\$\$)</u>
Design Engineering	\$1,865,502
Right of Way	\$1,580,500
14025-C (West Side)	\$2,694,139
14025-F (Bridge)	\$11,941,812
14025-E (East Side) {Spring 2007}	\$4,368,000
14025-A (Railroad)	\$789,250
Construction Engineering	\$1,287,017
Contingency (Construction)	\$284,466
Total Estimated Project Costs:	\$24,810,686
Federal "Earmark" Funds *	\$14,948,000
Other Project Funds	\$792,686
City Allocation to Date	\$3,770,000
Total Available Funding:	\$19,510,686
Future Funds Required:	\$5,300,000

* An additional \$1.5m in Earmark Funding has been introduced into current legislation however, this has not yet been approved.

MANCHESTER 14025
GRANITE STREET WIDENING AND RECONSTRUCTION

BUDGET REVIEW AND RECOMMENDATIONS

Description	Current Budget	Anticipated Needs	Subtotals	Remarks
A Construction Costs (by Contract)				
14025-C (West-End)	\$2,634,139	\$60,000	\$2,694,139	Current Budget is "As-Bid". Additional funding needs reflect additional fuel escalation costs (\$30k) and other misc. extras (\$20k) as defined by NHDOT plus another 20%.
14025-F (City Bridge)	\$11,781,812	\$160,000	\$11,941,812	Current Budget is "As-Bid". Additional funding needs reflect overruns on items such as contaminated soils as noted by Dana C. in recent balancing CO.
14025-E (East-End)	\$4,200,000	\$168,000	\$4,368,000	To be Advertised in March 2007: Additional funding results from updated estimate based on bid results 11/2006 for similar project or about a 4% escalation.
14025-A (3 RR Crossings)	\$717,500	\$71,750	\$789,250	Associated with 14025-E Contract however has separate funding source. Additional funding need reflects expected 10% increase in construction costs according to Guilford Transportation 11/06.
Item Subtotals:	\$19,333,451	\$459,750	\$19,793,201	
B Design/Engineering Costs				
Design Fee (CLD)	\$1,240,898	\$0	\$1,240,898	Transystems and H&A Requesting additional funds due to protracted design and coordination
Design Fee (subconsultants)	\$614,604	\$10,000	\$624,604	period
Constr. Observation Fee (State)	\$210,731	\$0	\$210,731	Funds shifted to NHDOT for 14025-C contract
Constr. Observation Fee (City)	\$876,286	\$200,000	\$1,076,286	Additional 6 months added to contract when construction projects split. Results in additional field engineering time for 2 RE's and office admin @ \$30k/mo +\$20k expenses
Item Subtotals:	\$2,942,519	\$210,000	\$3,152,519	
C Right of Way Costs				
Item Subtotals:	\$1,580,500	\$0	\$1,580,500	Includes all costs and \$20k relocation assistance paid to Exxon/CF
Project Subtotals:	\$23,856,470	\$669,750	\$24,526,220	
Contingency:	\$725,000	\$284,466	\$284,466	Based on remaining contract values and approximate 5% contingency (14025-E/14025-A)
Project Totals:	\$24,581,470	\$954,216	\$24,810,686	
D Available Funding				
State/Federal Allocations to Date			\$14,948,000	\$15m less FHWA Administrative Fees
Federal "Earmark" Funds**			\$130,000	From overhead sign structures paid from Turnpike Funds (\$60k+\$70k)
Turnpike Funding			\$13,575	ITS components as-bid on bridge paid from Turnpike Funds (originally estimated at \$30k)
Turnpike Funding			\$649,111	Grade Crossing program Funds from NHDOT (verified 11/30/06 by Bob Landry)
At-Grade Rail Program				
City Allocations to Date			\$3,595,000	
Highway and Bridge			\$175,000	Allocated for Depot, Granite and Pleasant St. Crossings
Railroad Crossings				
Total Available Funds:			\$19,510,686	
Future Funds Required:			\$5,300,000	

** An additional \$1.5m in Earmark Funding has been introduced into current legislation however has not yet been voted into law

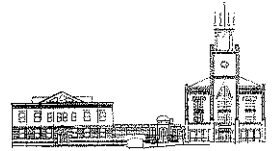


Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

Memorandum

To: Committee on Community Improvement Program
From: Robert S. MacKenzie *per*
Date: December 28, 2006
Subject: Flashing Signals at Massabesic and Cypress Streets

Alderman Osborne has indicated the need for flashing signals at the intersection of Massabesic and Cypress Streets in order to increase the safety of the intersection and for pedestrian safety in the area. Recently, stop signs were added at this intersection to begin to address the safety issues. It is estimated by the Traffic Division that the signals would cost between \$3,500 and \$4,000.

I have reviewed with the Traffic Division whether there were funds were available in any CIP account under the jurisdiction of the Division such as accounts for "Mast Arm" replacement or installation. They have indicated that there are no currently available funds.

I am referring this to Committee to determine if you would like our office to review whether there are any other accounts where this funding could be transferred from.

I will be available to the Committee at your next meeting.

C: Jim Hoben

12

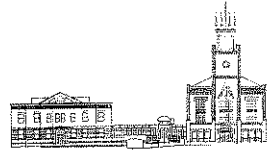


Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER


Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

Memo to: Committee on CIP

From: Robert S. MacKenzie 

Date: December 29, 2006

Subject: MACVB Progress reports

Marcia Snively has submitted two Quarterly Progress Reports to our Office and has requested that we forward these to the Committee. Accordingly, please find attached, copies of the first and second quarter Progress Reports for the Manchester Area Convention & Visitors Bureau. These are for informational purposes only and no actions on your part are required.

Attachments:

13

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov



CIP Progress Report
Second Quarter 2006/ 2007
Submitted by Marcia Snively

- **Tradeshow attendance/ Canadian Sales Mission**
Important for visibility in the competitive New England market which results in direct promotion and solicitation to increase rooms revenue, tax dollars and visitor spending

Visited Canadian travel planners with the State office of tourism
Maritime Travel – trade show with 350 travel agents
Personal Sales Calls to 10 travel companies / 43 agents

- **Second Quarter Groups: Estimated \$1,304,000 in direct spending which results in increased tax dollars**

American Youth Football Cheer competition
Dashing Cavalier Tours

- **Leads Sent to Hotels and area businesses:**

5 Leads sent to area businesses representing 288 hotel rooms

- **Visitor Information requests: City service to promote area businesses**

206 Visitor Guides sent
Fielded approximately 80 calls for visitor information
7,000 Map & Guides distributed to 8 major NH State Welcome Centers

- **Web site statistics: City service in providing an up to date calendar of events and visitor information resource; on-line reservation system increasing room sales and tax dollars**

Statistics

Hits: 399,974
Page Views: 172,354
Unique Visitors: 8,555



**CIP Progress Report
First Quarter 2006/ 2007
Submitted by Marcia Snively**

➤ **Media Relations:**

WYTV -Youngstown Ohio, ABC affiliates

And

Treasure Seekers TV Show

Treasure Seekers were here to film about Antique Week in Manchester and WYTV was here to do a five part series and one-hour prime time special about the revitalization of Manchester. The MACVB assisted with scheduling interviews, coordinated locations for videotaping and provided basic background information about the area.

➤ **Advertising:**

2006-2008 Official New Hampshire Visitors Guide
Manchester Area Map & Guide – 100,000 copies produced

➤ **Tradeshow attendance:**

ASAE – Boston (target market -association conference planners)

Conference list = 2160 meeting planers

31 Direct contacts for potential business

One Immediate requests for RFP's (hotel declined due to space requirements)

Affordable Meetings – DC (target market – government and association)

Conference list = 1586 meeting planners

29 Direct contacts for potential business

1 Immediate requests for RFP's (bids are still outstanding / potential
937 room nights/ \$102,133 rooms revenue, \$8,170 tax revenue)

➤ **First Quarter Groups: Estimated \$186,000 revenue**

American Iron & Steel
Admiralty Reunion US Navy
USS Ranger, CV-4 Reunion
USS Manchester

➤ **Leads Sent to Hotels and area businesses:**

15 Leads sent to area businesses representing 2,632 hotel rooms

➤ **Visitor Information requests:**

386 Visitor Guides sent

Fielded approximately 100 calls for visitor information

350 guides provided to Southern NH University for new foreign students

3,000 Map & Guides distributed at the Big E

10,500 Map & Guides distributed to 8 major NH State Welcome Centers

➤ **Web site statistics:**

On-line reservation system now includes the ability to search in real to make hotel reservations, car rentals and airline tickets. Soon the system will include attraction tickets. The MACVB gets a small commission for all items booked on the system in partnership with ARES and Yankee Magazine.

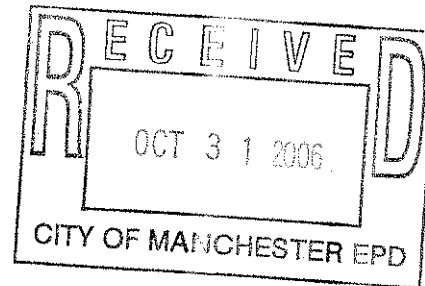
Statistics

Hits: 605,286

Page Views: 231,260

Unique Visitors: 10,547

Ronald Goudreau
56 Wellington Court
Manchester, NH 03104



Environmental Protection Division
City of Manchester, NH
P.O. Box 4600
Manchester, NH 03108-4600

Dear Board Members:

This past summer a water main broke on Wellington Road, under the 93S overpass. We live on Wellington Court, in a cul-de-sac. During the numerous attempts to fix the water main, we were told that we needed to let our water run. The water was very rusty, as you can imagine. We had to run our water for over an hour before the rust would begin to clear. A few days later, the Water Works would be working on the main again, then again we would have to run the water for an excessive amount of time. Then again, the Water Works would be working on the main. For weeks, we bought water and only used city water for showers.

In numerous calls to Manchester Water Works to find out what was going on, I was told they were having a difficult time fixing the problem. I specifically asked about the water usage with running the water for hours. I was told and did receive an adjusted statement for usage.

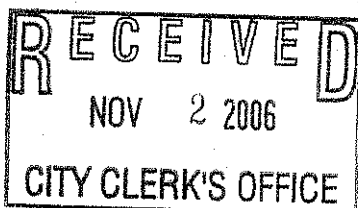
I received my statement from Environmental Services to find that I have been charged for the discharge of the rusty water. My bill is 258% over the same period last year where I paid approximately \$31.00. I understand that watering my lawn would take up usage however, my tiny little lawn would not create a 258% increase.

I am asking for an adjustment to a reasonable amount. I don't feel that I should pay for clearing my water pipes when I had no control or anything to do with a broken water main.

Thank you for your time.

Respectfully,

Ronald Goudreau
Ronald Goudreau



14

Service Address: 56 WELLINGTON CT

Account Number **	Cycle-Route	Bill Date	Due Date
47401-33714	01-04	10/10/06	11/09/06

Last Billed Amount: 30.80
Payments: 30.80-
Adjustments/Transfers to Tax Office: .00
Balance Forward: .00

Service Period Days Meter Number Mult Units
SU 5/26/06 8/23/06 89 E 27522105S 1.000 CCF

Service
SU SEWER USAGE CHG
SS SEWER SVC CHARGE

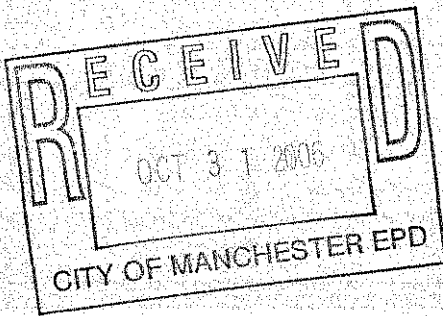
Consumption
38.00

Current	Previous	Usage
2538	2500	38
USAGE FOR	8/05	16.00

Charge	Total
68.40	68.40
11.00	11.00

Total Current Charges
Past Due
Total Amount Due

79.40
.00
79.40



Payment Mailing Address:

ENVIRONMENTAL PROTECTION DIVISION
CITY OF MANCHESTER, NH
P.O. BOX 4600
MANCHESTER NH 03108-4600
Phone: (603) 624-6522
Office hours: 8 am - 5 pm, Monday-Friday
Web Site: www.ManchesterNH.Gov/EPD



**City Of Manchester
Department of Highways
Environmental Protection Division**

300 Winston Street
Manchester, New Hampshire 03103-6826
(603) 624-6595 Fax (603) 628-6234

Frank C. Thomas, P.E.
Public Works Director

Kevin A. Sheppard, P.E.
Deputy Public Works Director

Memo

To: Paula Kang
From: Frederick J. McNeill, P.E. *FJM*
CC: Lisa Hynes – EPD
June George – EPD
Date: 01/03/07
Re: Sewer Abatement Recommendation for Ronald Goudreau
56 Wellington Court / Acct #47401-33714

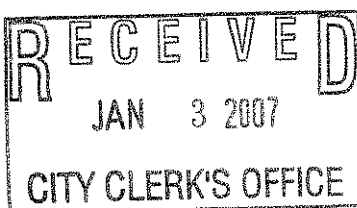
#07-003

I am recommending that Mr. Goudreau receive an abatement in the amount of \$37.80. Attached is a memo from EPD's accountant outlining the findings and recommendations.

If you required additional information, I can be reached at 624-6341.

/djv

Attach



14

Date: December 15, 2006

To: June George/Fred McNeill

From: Lisa Hynes, Accountant II *LH*

Ref: Findings/Recommendations for sewer abatement request for 56 Wellington Court
Acct # 47401-33714

Reason for Request:

The customer is requesting abatement for the sewer billing periods covering 5/27/06 – 8/23/06 due to water usage resulting from running water to flush rust from lines after MWW worked on a broken main. The customer has made a partial payment against this billing.

Supporting Backup:

Homeowner was told by MWW to run their water to flush out the rust in the water after work was done on the water main. MWW issued credit to customer for 21ccf. Comparison of the same billing period over the prior 3 years indicated an average usage of 18ccf. During the period referenced above, the usage was 38ccf.

Recommendations:

Since September 2001 the EPD policy regarding "flushing" lines has been to not give credit as the dirty water is still running through the sewer system. **I do not recommend an abatement be granted at this time.**

agree, JG

1/2/07

Enclosure

*I recommend an abatement
of 21 ccf, same as MWW. The
resident was not responsible for
the water main break & MWW
told them to flush the line,
which is the proper procedure
after a break.*

14

FgM

EPD-Manchester NH - Customer/Location Consumption History Inquiry

Functions Options Help

11/20/2006 2:22:52 PM

Customer ID 47401 Name GOUDREAU, BONITA
Location ID 33714 Address 56 WELLINGTON CT

Data Actual Consumption Graph Demand Consumption Graph

Cycle/Route 01 / 04 Amount due \$48.40
Initiation date 1/01/02 Pending \$0.00
Termination date 0/00/00 Customer status A Customer/Location status A

Select View detail Display comment codes

Svc Code	Reading Type	Date	Actual Consumption	Actual Demand	Days	Meter Number	Est Code	Cmnt Code
SU	REG	8/23/06	38.00	.00	89	27522105S	C	
SU	REG	5/26/06	11.00	.00	86	27522105S	C	
SU	REG	3/01/06	8.00	.00	93	27522105S	C	
SU	REG	11/28/05	9.00	.00	94	27522105S	C	
SU	REG	8/26/05	16.00	.00	98	27522105S	C	
SU	REG	5/20/05	6.00	.00	87	27522105S	C	
SU	REG	2/22/05	7.00	.00	91	27522105S	C	
SU	REG	11/23/04	5.00	.00	89	27522105S	C	

OK Exit Cancel Change view Graph History

3 yr average usage for the same time period 18 ccf

MWW gave credit on usage of 21 ccf
3 ccf on 6/2/06
18 ccf on 9/18/06

EPD-Manchester NH - Customer/Location Consumption History Inquiry

Functions Options Help



HTE

11/20/2006

2:23:06 PM

Customer ID 47401 Name GOUDREAU, BONITA
Location ID 33714 Address 56 WELLINGTON CT

Data Actual Consumption Graph Demand Consumption Graph

Cycle/Route 01 / 04 Amount due \$48.40
Initiation date 1/01/42 Pending \$0.00
Termination date 0/00/00 Customer status A Customer/Location status A

Select View detail Display comment codes

Svc Code	Reading Type	Date	Actual Consumption	Actual Demand	Days	Meter Number	Est Code	Cmnt Code
SU	REG	8/26/04	19.00	.00	93	27522105S	C	
SU	REG	5/25/04	9.00	.00	91	27522105S	C	
SU	REG	2/24/04	5.00	.00	92	27522105S	C	
SU	REG	11/24/03	2.00	.00	96	27522105S	C	
SU	REG	8/20/03	19.00	.00	89	27522105S	C	
SU	REG	5/23/03	4.00	.00	74	27522105S	C	
SU	REG	3/10/03	7.00	.00	94	27522105S	C	
SU	REG	12/06/02	10.00	.00	105	27522105S	C	

OK

Exit

Cancel

Change view

Graph History



HTE

11/17/2006

4:17:09 PM

Customer ID 47401 Name GOUDREAU, BONITA
 Location ID 33714 Addr 56 WELLINGTON CT
 Cycle/route 01 04 Amount due 48.40
 Initiation date 1/01/42 Pending .00
 Termination date Customer/location status A

Display

Trn Type	Trn/Due Date	Description Cancel Comment	Trn/Prv Amount	Reference Date/Num	Running Balance
LB PMT	10/20/06	LOCKBOX27010200699	31.00-		48.40
BL BILL	10/06/06	CYCLE BILL	79.40	10/10/06	79.40
LB PMT	7/24/06	LOCKBOX27007240699	30.80-		.00
BL BILL	7/11/06	CYCLE BILL	30.80	7/12/06	30.80
LB PMT	4/21/06	LOCKBOX27004210699	25.40-		.00
BL BILL	4/10/06	CYCLE BILL	25.40	4/11/06	25.40
LB PMT	1/18/06	LOCKBOX27001180699	27.20-		.00
BL BILL	1/09/06	CYCLE BILL	27.20	1/10/06	27.20

OK

Exit

Cancel

Adjustments

Pending

Charges

Print history

MWW-Manchester NH -

Functions Options Help

Special Notes 12/15/2006 9:56:33 AM

Customer ID 47399 Name GDUDEAU, RONALD

Position to Starting character(s)

Display

Description	Primary Information	Misc Date	Location ID
MISC NOTE	CR 3CCF FOR DIRTY WATER PER SQ	6/02/06	
MISC NOTE	CR 18 CCF PER GC FOR LETTING RUN	9/18/06	

OK Exit Cancel View by Add date Display all Codes

To whom it may Concern,

I, Bill Madden was informed of an excessive water bill from Lucy Barrett's 206 Ash St Home. Upon investigating for leaks in plumbing and Irrigation I found none + then Trouble shooting checked the electric Controller. After a power outage the clock went from watering 30 minutes a day to 3 Hours. I called the Hunter Manufacture to see why this defect occurred + they informed me that less than 1% of their Controllers reset after more than 2 hours of power outages. I was informed that it has happened before but has not been reported enough to switch circuits.

Lucy was unaware of the excessive water usage but did call me to shorten the watering cycle due to excess water on her side walk.

I have rectified the problem + hope this never occurs again.

For any questions feel free to call me, Bill Madden at the Derryfield School #396-2076 or at Home, 437-8690.

Thank you

Bill Madden

BOARD OF MAYOR AND ALDERMEN
ONE CITY HALL PLAZA
MANCHESTER, N. H. 03101

TO WHOM IT MAY CONCERN;

MY NAME AND ADDRESS; LUCY A. BARRETT
 206 ASH STREET
 MANCHESTER, N. H. 03104

ACCOUNT NUMBER; 2997-1936

ENCLOSED IS COPY OF EPD BILLING DATED 10/31/06.

DURING THE SUMMER MONTHS, ELECTRICITY WAS DISTURBED AND MUST OF AFFECTED THE TIMER ON MY IRRIGATION SYSTEM. INSTEAD OF GOING ON FOR A SHORT PERIOD OF TIME TWICE A DAY, IT MUST HAVE BEEN RUNNING FOR SEVERAL HOURS, SINCE I AM NOT HOME DURING DAY AND MANY NIGHTS.....DID COMPLAIN TO MY IRRIGATION SPECIALIST.

ENCLOSED IS LETTER EXPLAINING WHAT HE TOLD ME HAD HAPPENED.

PLEASE CONSIDER AN ABATEMENT OF SEVERAL HUNDRED DOLLARS, SINCE THIS WATER DID NOT GO THROUGH MY PLUMBING.

I AM ALONE ON THE FIRST FLOOR AND A NUN OCCUPYS THE SECOND FLOOR AND IS NOT HOME ALL DAY. WORKS AT HOLY CROSS CONVENT.

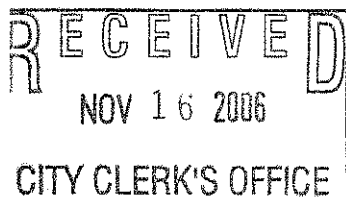
I AM WORKING AT KAS-BAR REALTY AND USE VERY LITTLE WATER AT THIS LOCATION.

THANKING YOU IN ADVANCE, I REMAIN,

VERY TRULY YOURS,

Lucy A. Barrett

LUCY A. BARRETT



15



Payment Mailing Address:
ENVIRONMENTAL PROTECTION DIVISION
CITY OF MANCHESTER, NH
P.O. BOX 4600
MANCHESTER, NH 03108-4600

THIS IS YOUR SEWER SERVICE BILL

Return this stub with your check made payable to:
ENVIRONMENTAL PROTECTION DIVISION

LUCY A BARRETT TEE
206 ASH ST
MANCHESTER NH 03104-3703

Account Number: 2997 - 1936

The dash is part of your account number,
please use it on all references.

Service Address: 206 ASH ST
Bill Date: 10/31/06
Cycle-Route: 04-06
Current Charges: 381.60
Balance Forward: .00
Total Amount Due 381.60

Amount Paid:

NOTE: These amounts do not include
any delinquent amounts due at the
Tax Office (please see back of bill).

0000029970000001936000000381601

Service Address: 206 ASH ST

Account Number **	Cycle-Route	Bill Date	Due Date
2997-1936	04-06	10/31/06	11/30/06

Last Billed Amount: 90.00
Payments: 90.00-
Adjustments/Transfers to Tax Office: .00
Balance Forward: .00

Payment Mailing Address:

ENVIRONMENTAL PROTECTION DIVISION
CITY OF MANCHESTER, NH
P.O. BOX 4600
MANCHESTER NH 03108-4600
Phone: (603) 624-6522
Office hours: 8 am - 5 pm, Monday-Friday
Web Site: www.ManchesterNH.Gov/EPD

	Service Period	Days	Meter Number	Mult	Units	Current	Previous	Usage
SU	6/21/06 - 9/20/06	91 E	50800707S	1.000	CCF	3397	3195	202
Service								
SU	SEWER USAGE CHG				Consumption	Charge		Total
					202.00	363.60		363.60
SS	SEWER SVC CHARGE					18.00		18.00

Total Current Charges 381.60
Past Due .00
Total Amount Due 381.60



**City Of Manchester
Department of Highways
Environmental Protection Division**

300 Winston Street
Manchester, New Hampshire 03103-6826
(603) 624-6595 Fax (603) 628-6234

Frank C. Thomas, P.E.
Public Works Director

Kevin A. Sheppard, P.E.
Deputy Public Works Director

Memo

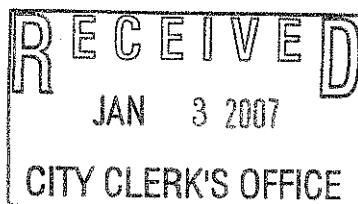
To: Paula Kang
From: Frederick J. McNeill, P.E. *FSM*
CC: Lisa Hynes – EPD
June George – EPD
Date: 01/03/07
Re: Sewer Abatement Recommendation for Lucy Barrett
206 Ash Street / Acct #2997-1936

#07-002

Per the attached memo from EPD's accountant, Lisa Hynes, I concur with her recommendation to grant an abatement to Ms. Barrett in the amount of \$259.20.

/djv

Attach



15

Date: December 15, 2006

To: June George/Fred McNeill

From: Lisa Hynes, Accountant II *LH*

Ref: Findings/Recommendations for sewer abatement request for 206 Ash Street
Acct # 2997-1936

Reason for Request:

The customer is requesting abatement for the sewer billing periods covering 6/21/06 – 9/20/06 due to water usage resulting from a fault in the irrigation systems timing unit. The customer has paid this billing in full.

Supporting Backup:

Homeowner contacted her Irrigation Company and an inspection was completed. It was found that the timing unit went from running the irrigation system for 30 minutes per day to running for 3 hours per day.

Comparison of the same billing period over the prior 3 years indicated an average usage of 58ccf. During the period referenced above, the usage was 202ccf.

Recommendations:

Due to the fact that the irrigation system was running longer than normal and water did not run through the sewer system, **I recommend an abatement be granted in the amount of \$259.20 for 144ccf.**

agree JG FJM

Enclosure

EPD-Manchester NH - Customer/Location Consumption History Inquiry

Functions Options Help

11/20/2006 2:16:56 PM

Customer ID 2997 Name BARRETT TEE, LUCY A
Location ID 1936 Address 205 ASH ST

Data Actual Consumption Graph Demand Consumption Graph

Cycle/Route 04 / 06 Amount due \$00
Initiation date 1/01/02 Pending \$00
Termination date 0/00/00 Customer status A Customer/Location status A

Select View detail Display comment codes

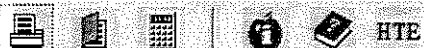
Svc Code	Reading Type	Date	Actual Consumption	Actual Demand	Days	Meter Number	Est Code	Cmnt Code
SU	REG	9/20/06	202.00	.00	91	50800707S	C	
SU	REG	6/21/06	40.00	.00	90	50800707S	C	
SU	REG	3/23/06	8.00	.00	91	50800707S	C	
SU	REG	12/22/05	28.00	.00	92	50800707S	C	
SU	REG	9/21/05	91.00	.00	93	50800707S	C	
SU	REG	6/20/05	34.00	.00	77	50800707S	C	
SU	REG	4/04/05	34.00	.00	108	50800707S	C	
SU	REG	12/17/04	2.00	.00	88	50800707S	C	

OK Exit Cancel Change view Graph History

3 yr average usage for the time period 58 ccf

EPD-Manchester NH - Customer/Location Consumption History Inquiry

Functions Options Help



11/20/2006 2:17:09 PM

Customer ID 2997 Name BARRETT TEE, LUCY A
Location ID 1936 Address 206 ASH ST

Data Actual Consumption Graph Demand Consumption Graph

Cycle/Route 04 / 06 Amount due \$0.00
Initiation date 1/01/42 Pending \$0.00
Termination date 0/00/00 Customer status A Customer/Location status A

Select View detail Display comment codes

Svc Code	Reading Type	Date	Actual Consumption	Actual Demand	Days	Meter Number	Est Code	Cmnt Code
SU	REG	9/20/04	34.00	.00	96	50800707S	C	
SU	REG	6/16/04	29.00	.00	89	50800707S	C	
SU	REG	3/19/04	30.00	.00	94	50800707S	C	
SU	REG	12/16/03	32.00	.00	90	50800707S	C	
SU	REG	9/17/03	47.00	.00	91	50800707S	C	
SU	REG	6/18/03	38.00	.00	90	50800707S	C	
SU	REG	3/20/03	28.00	.00	87	50800707S	C	
SU	REG	12/23/02	35.00	.00	101	50800707S	C	

OK Exit Cancel Change view Graph History

15

EPD-Manchester NH - Account History - Combined Inquiry

_ | □ | ×

Functions Options Help



HTE

11/20/2006

2:25:57 PM

Customer ID 2997 Name BARRETT TEE, LUCYA
 Location ID 1936 Addr 206 ASH ST
 Cycle/route 04 06 Amount due .00
 Initiation date 1/01/42 Pending .00
 Termination date Customer/location status A

Display

Trn Type	Trn/Due Date	Description Cancel Comment	Trn/Prv Amount	Reference Date/Num	Running Balance
LB PMT	11/15/06	LOCKBOX27011150699	381.60-		.00
BL BILL	10/30/06	CYCLE BILL	381.60	10/31/06	381.60
LB PMT	8/11/06	LOCKBOX27008110699	90.00-		.00
BL BILL	7/31/06	CYCLE BILL	90.00	8/01/06	90.00
LB PMT	5/15/06	LOCKBOX27005150699	32.40-		.00
BL BILL	5/01/06	CYCLE BILL	32.40	5/02/06	32.40
LB PMT	3/23/06	LOCKBOX27003230699	68.40-		.00
BL BILL	1/30/06	CYCLE BILL	68.40	1/31/06	68.40

OK

Exit

Cancel

Adjustments

Pending

Charges

Print history

15

**Beverley Turner
PMB #286,
855 Hanover St.
Manchester, NH 03104**

August 23rd, 2006

**Board of Mayor and Aldermen
One City Hall Plaza
Manchester, NH 03101**

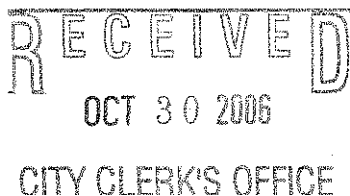
Dear Sirs/Madams,

I am writing to request a sewer charge abatement for account number #122657 - 8240. The bill for the quarter 4/11/06 – 7/11/06 was \$1508.40 almost 7 times the previous bill. The property which is owned by myself, name and address above, was at the time rented to tenants. I was recently made aware of the extremely high water and sewer usage at 356 Belmont Street during the last billable quarter. Once I was made aware of the usage I had a plumber check out all the plumbing and piping and could locate no leaks. However on taking possession of the property on July 5th, 2006 there was one toilet which was running constantly, that the tenants had neglected to inform me. Apparently they were oblivious to the noise of the running toilet. I had been having difficulty getting access to the property for several months. On many occasions I would arrive at the property and the tenants would not come to the door, even though both vehicles were present in the driveway indicating the parents were home. On other occasions the teenagers would come to the door and indicate that their parents were home but unavailable and they were not allowed to let me in. I had great difficulty in gaining access even on those rare occasions where they let me know something needed fixing. I would set up a time to bring over the electrician or plumber that they agreed to and still was not able to enter on every occasion. I made numerous phone calls, put requests in writing and hand delivered them and still no response from them.

The laws protect the tenants. I am not allowed in unless an emergency situation. When trying to get access for the city inspector to do the COC inspection, I tried for a month to get them to respond to confirm that we would be able to get in. No response. When we showed up they had changed the locks without my knowledge. Fortunately they did let the inspector in that day. I had a long conversation with him afterwards on the difficulties I was experiencing. It took three weeks after that to get a key for the new locks.

I mention these incidents only to explain my diligence as a landlord to maintain the property in good condition, was severely impeded by uncooperative tenants. This was a high earning family, a corporate executive with whom I would have expected more cooperation.

I have always attempted to maintain a polite and respectful, easy going and consistent rapport with my tenants. I work hard to keep the lines of communication open knowing that one can be more successful with empathetic and understanding concern for their lives and their issues. I work hard to respond in a timely manner to their concerns. I made



a conscious decision to be a caring landlord and to upgrade a property well above the basic to a level of which I can be proud.

I strive as a landlord to maintain the properties I own and am in good standing with the City. I am appalled that the potential negligence of a tenant would create this abnormally high water and sewage bill. Since I do not know for sure how long the toilet was running for and even if this was the cause for the high bill, I did have the Water Dept. come out on 8/1/06 to check the meter which appeared to be working fine at that time. It was incredibly distressing to be told that the only other possible scenario was that the tenants had purposefully left a faucet running for weeks on end to expend the amount of water documented. How does one protect oneself against that kind of behavior?

I ask when you consider this case to consider my previous history of compliance with all city requests and timely payments for all aspects of property expenses with the sewer dept and every other city dept.

I am a single, hardworking parent and foster parent who works in social services in the protection and welfare of our city's families who has tried to supplement my income with some rental income. The combined water and sewer bill for the last quarter is a devastating financial blow. I feel that I attempted everything I was allowed to under the law to do to try to maintain my property in good standing. I spoke to a real estate attorney on at least two occasions between March and June 2006 about the difficulties I was having with these tenants and followed the guidelines that the law allows as indicated.

I hope that you will concur with me that I attempted everything that I possibly could have to prevent something like this occurring and that I made every attempt to maintain my property to the highest standards. I have all the documentation with my tenants on file concerning the difficulties of the last six months if you need it for verification. I also have all the bills relating to repair and maintenance for the eighteen months of their tenure.

I look forward to your response in this matter.

Thank you for your consideration.

Yours sincerely,

A handwritten signature in cursive script that reads "Beverley A Turner". The signature is written in dark ink and is positioned above the printed name.

Beverley A Turner

Junctions Options Help

HTE

8/01/2006 10:59:25 AM

Customer ID 122905 Name TURNER, BEVERLY
Location ID 8240 Address 356 BELMONT ST

Data Actual Consumption Graph Demand Consumption Graph

Cycle/Route 07 / 03 Amount due \$1,044.27
Initiation date 8/27/01 Pending \$0.00
Termination date 0/00/00 Customer status A Customer/Location status A

Select View detail Display comment codes

Svc Code	Reading Type	Date	Actual Consumption	Actual Demand	Days	Meter Number	Est Code	Cmnt Code
WA	REG	7/11/06	* 828.00	.00	91	22387053W		
WA	REG	4/11/06	111.00	.00	84	22387053W		
WA	REG	1/17/06	75.00	.00	102	22387053W		
WA	REG	10/07/05	115.00	.00	88	22387053W		
WA	REG	7/11/05	95.00	.00	95	22387053W		
WA	REG	4/07/05	72.00	.00	90	22387053W		
WA	REG	1/07/05	81.00	.00	93	22387053W		
WA	REG	10/06/04	50.00	.00	85	22387053W		

OK

Exit

Cancel

Change view

Graph History

16



**City Of Manchester
Department of Highways
Environmental Protection Division**

300 Winston Street
Manchester, New Hampshire 03103-6826
(603) 624-6595 Fax (603) 628-6234

Frank C. Thomas, P.E.
Public Works Director

Kevin A. Sheppard, P.E.
Deputy Public Works Director

Memo

To: Paula L-Kang #06-161
From: Frederick J McNeill
Date: 12/13/06
Re: Sewer Abatement Request for Beverly Turner, 356 Belmont Street

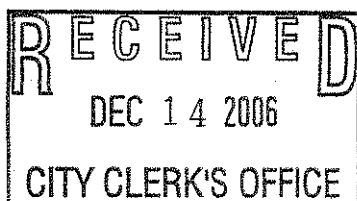
Attached is a report from our accountant regarding the referenced abatement request. It appears that an abatement is not recommended at this time.

/ljh

Attach

cc June George – EPD

Lisa Hynes - EPD



Date: December 13, 2006

To: June George/Fred McNeill

TJM

From: Lisa Hynes, Accountant II

Ref: Findings/Recommendations for sewer abatement request for 356 Belmont Street
Acct # 122657-8240

Reason for Request:

The customer is requesting abatement for the sewer billing periods covering 4/11/06 – 7/11/06 due to excessive water usage by uncooperative tenants.

Supporting Backup:

Homeowner contacted MWW and an inspection was completed on 8/01/06. At that time homeowner was told that the meter was working properly and that the tenants may have left the water running for long periods of time to have used such a high quantity. EPD was then contacted about the abatement process and paperwork was forwarded to the homeowner. As the homeowner had never been late with payments on this property, a payment plan was established to aid the homeowner in paying this invoice balance. Comparison of the same billing period over the prior 3 years indicated an average usage of 61ccf. During the period referenced above, the usage was 828ccf.

Recommendations:

Although the situation presented is unfortunate, there is no evidence that the water consumed did not flow through the sewer system. **In accordance with established policy, I do not recommend an abatement be granted at this time.**

Enclosure

16

EPD-Manchester NH - Customer/Location Consumption History Inquiry

10/31/2006 10:55:38 AM

Functions Options Help



HTE

10/31/2006

10:55:38 AM

Customer ID 122657 Name TURNER, BEVERLEY
Location ID 8240 Address 356 BELMONT ST

Data Actual Consumption Graph Demand Consumption Graph

Cycle/Route 07 / 03 Amount due \$1,050.00
Initiation date 8/27/01 Pending \$0.00
Termination date 0/00/00 Customer status A Customer/Location status A

Select View detail Display comment codes

Svc Code	Reading Type	Date	Actual Consumption	Actual Demand	Days	Meter Number	Est Code	Cmnt Code
SU	REG	7/11/06	828.00	.00	91	50708856S	C	
SU	REG	4/11/06	111.00	.00	84	50708856S	C	
SU	REG	1/17/06	75.00	.00	102	50708856S	C	
SU	REG	10/07/05	115.00	.00	88	50708856S	C	
SU	REG	7/11/05	95.00	.00	95	50708856S	C	
SU	REG	4/07/05	72.00	.00	90	50708856S	C	
SU	REG	1/07/05	81.00	.00	93	50708856S	C	
SU	REG	10/06/04	50.00	.00	85	50708856S	C	

OK

Exit

Cancel

Change view

Graph History

16

EPD-Manchester NH - Customer/Location Consumption History Inquiry

Functions Options Help



10/31/2006 10:55:47 AM

Customer ID 122657 Name TURNER, BEVERLEY
Location ID 8240 Address 356 BELMONT ST

Data Actual Consumption Graph Demand Consumption Graph

Cycle/Route 07 / 03 Amount due \$1,050.00
Initiation date 8/27/01 Pending \$00
Termination date 0/00/00 Customer status A Customer/Location status A

Select View detail Display comment codes

Svc Code	Reading Type	Date	Actual Consumption	Actual Demand	Days	Meter Number	Est Code	Cmnt Code
SU	REG	7/13/04	38.00	.00	91	50708856S	C	
SU	REG	4/13/04	39.00	.00	98	50708856S	C	
SU	REG	1/06/04	32.00	.00	90	50708856S	C	
SU	REG	10/08/03	41.00	.00	89	50708856S	C	
SU	REG	7/11/03	50.00	.00	101	50708856S	C	
SU	REG	4/01/03	32.00	.00	69	50708856S	C	
SU	REG	1/22/03	52.00	.00	110	50708856S	C	
SU	REG	10/04/02	41.00	.00	91	50708856S	C	

OK

Exit

Cancel

Change view

Graph History

EPD-Manchester NH - Account History - Combined Inquiry

[-] [] [X]

Functions Options Help



HTE

MW

12/13/2006

9:32:14 AM

Customer ID 122657 Name TURNER, BEVERLEY
 Location ID 8240 Addr 356 BELMONT ST
 Cycle/route 07 03 Amount due 850.00
 Initiation date 8/27/01 Pending .00
 Termination date Customer/location status A

Display

Trn Type	Trn/Due Date	Description Cancel Comment	Trn/Prv Amount	Reference Date/Num	Running Balance
LB PMT	12/12/06	LOCKBOX27012110699	220.60-		850.00
LB PMT	11/22/06	LOCKBOX27011220699	100.00-		1,070.60
BL BILL	11/20/06	CYCLE BILL	120.60	11/21/06	1,170.60
LB PMT	10/02/06	LOCKBOX27010020699	200.00-		1,050.00
LB PMT	9/07/06	LOCKBOX27009070699	250.40-		1,250.00
BL BILL	8/21/06	CYCLE BILL	1508.40	8/22/06	1,508.40
LB PMT	6/13/06	LOCKBOX27006130699	217.80-		.00
BL BILL	5/22/06	CYCLE BILL	217.80	5/23/06	217.80

OK

Exit

Cancel

Adjustments

Pending

Charges

Print history

16

7-11-06 Tabled
8-14-06 Tabled
10-23-06 Tabled

MEMORANDUM

TO: CIP Committee

Michael Garrity, Chairman
Daniel P. O'Neil
Ed Osborne
Theodore L. Gatsas
Jerome Duval

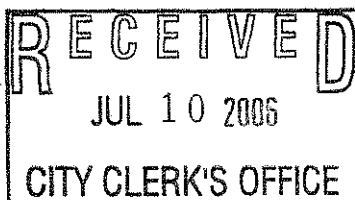
FROM: Paul J. Borek
Economic Development Director

DATE: July 10, 2006

SUBJECT: Discontinuance of South Bedford Street, South of Depot Street

This is to transmit a request to discontinue the remaining portion of South Bedford Street, south of Depot Street. This request is being made to accommodate valet parking for the proposed Riverfront Project, Boneyards Restaurant, proposed by Robert O'Sullivan. Access to a site for parking is required by the developer's financial institution. The availability of valet parking on this portion of South Bedford Street will fulfill this requirement.

If discontinued, Mr. O'Sullivan has proposed leasing this site from the city for valet parking service. An easement would be maintained to serve the access needs of adjacent property owners.



A PETITION TO DISCONTINUE A PORTION OF SOUTH BEDFORD STREET

The undersigned, Paul J. Boudreau MEDO, respectfully represents that for the accommodation of the public, there is occasion for discontinuing a portion of a certain highway known as South Bedford Street in Manchester, New Hampshire as shown on a plan entitled "Manchester Millyard Housing Authority N.H. R-7 Amoskeag Millyard Project Proposed Resubdivision & Disposition Plan of Parcels 14, 1-5, 1-6 & 1-16" dated November 16, 1975 with revisions by Thomas F. Moran, Inc. and recorded at the Hillsborough County Registry of Deeds as plan 10240. The lay out of the full length of the highway is recorded in book 17 at page 90 of the records of the Highways, Streets and Bridges of the City Clerk of the City of Manchester.

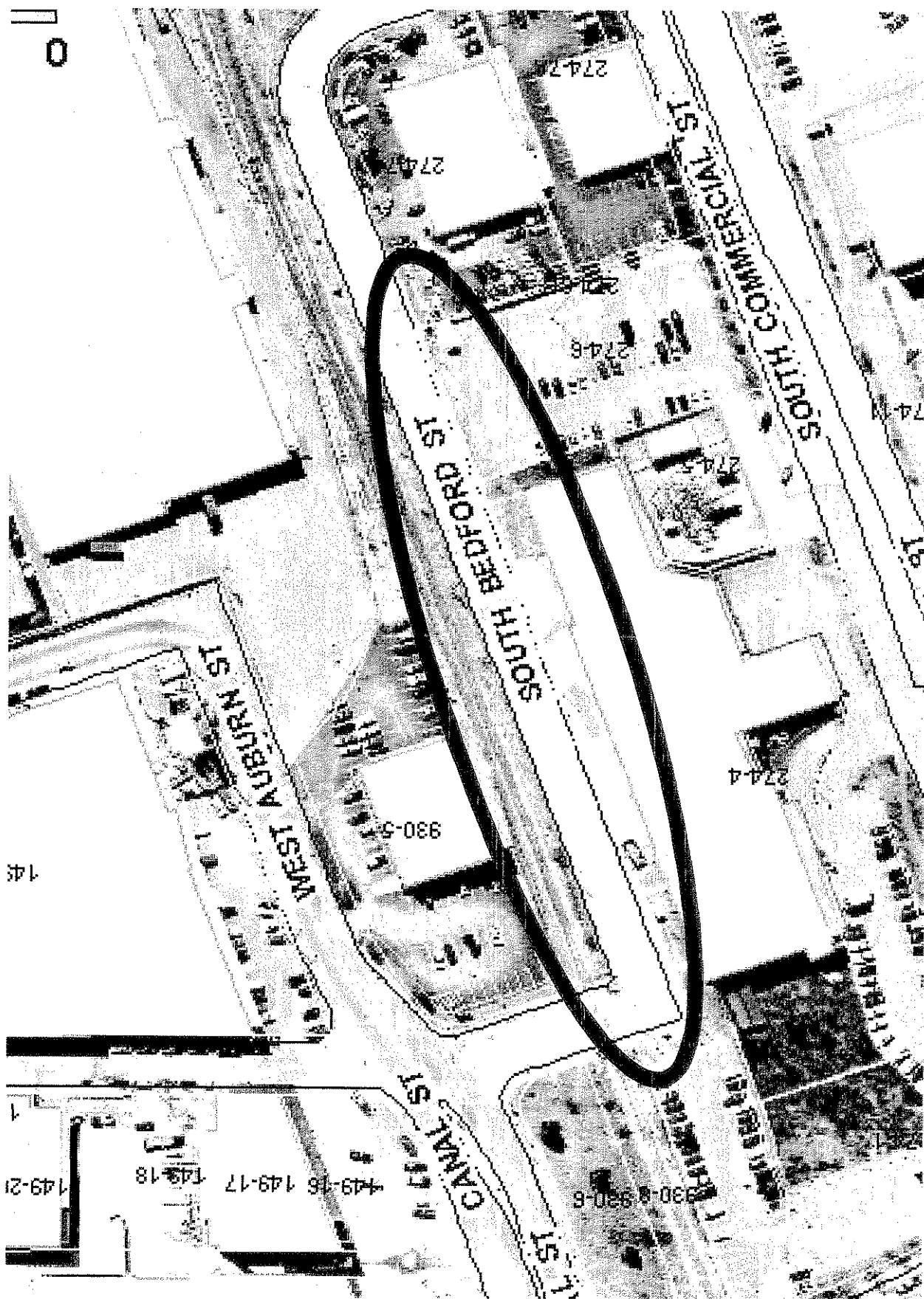
NOW THEREFORE, the undersigned hereby respectfully requests you to discontinue above-described portion of South Bedford Street, and that is henceforth not be utilized for public rights.

DATED this 10 th day of July, 2006.

A Legal Description of the portion of South Bedford Street to be discontinued by this petition.

The remaining portion of South Bedford Street, between the southerly line of parcel 1-16.9 of said plan and an easterly extension of the line between parcel 1-4 and 1-5 of said plan, in the City of Manchester, County of Hillsborough, State of New Hampshire, more particularly bounded and described as follows:

Beginning at the northwest corner of South Bedford Street; thence, N70°10'10"E 48.57' by the southerly line of parcel 1-16.9 to the easterly line of South Bedford Street; thence, S20°02'40"E by the easterly line of said street 600.37' to the terminus of the formerly discontinued portion of the street; thence, S 69° 57' 20"W 48.57' by the discontinued portion of the street to the westerly line of said street; thence, N20°02'40"W 600.34' along the westerly line of the said street to the point of beginning.





**City of Manchester
Department of Highways**

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission

Edward J. Beleski
- Chairman
Joan Flurey
William F. Houghton Jr.
Robert R. Rivard
William A. Varkas

Frank C. Thomas, P.E.
Public Works Director

Kevin A. Sheppard, P.E.
Deputy Public Works Director

July 10, 2006

Community Improvement Committee of the Board of Mayor and Aldermen
City Hall
c/o Leo R. Bernier, City Clerk
One City Hall Plaza
Manchester, New Hampshire 03101

RE: Discontinuance of a portion of South Bedford Street

Dear Committee Members,

We have reviewed the referenced item and have found the following:

The current location of South Bedford Street was one of the streets listed in "Dedication of Street Amoskeag Millyard Urban Renewal Project" by Manchester Housing Authority dated January 23, 1980 and was accepted by the Board of Mayor and Aldermen. Being an accepted City Street the discontinuance needs a public road hearing with abutter notification.

The Highway Department supports the discontinuance petition in conjunction with the proposed Riverfront Development Project.

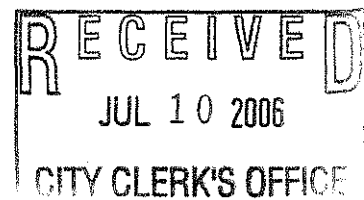
Sincerely,

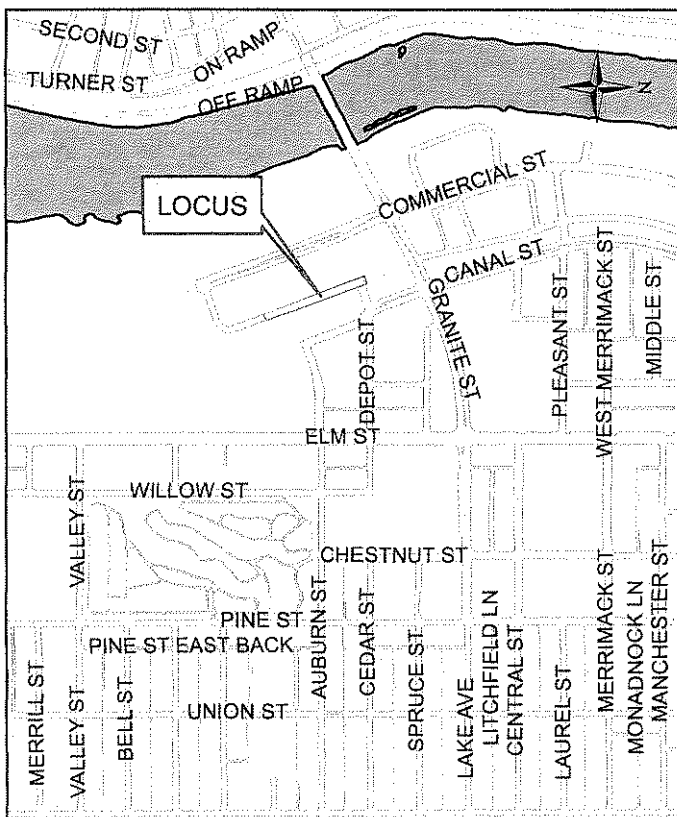
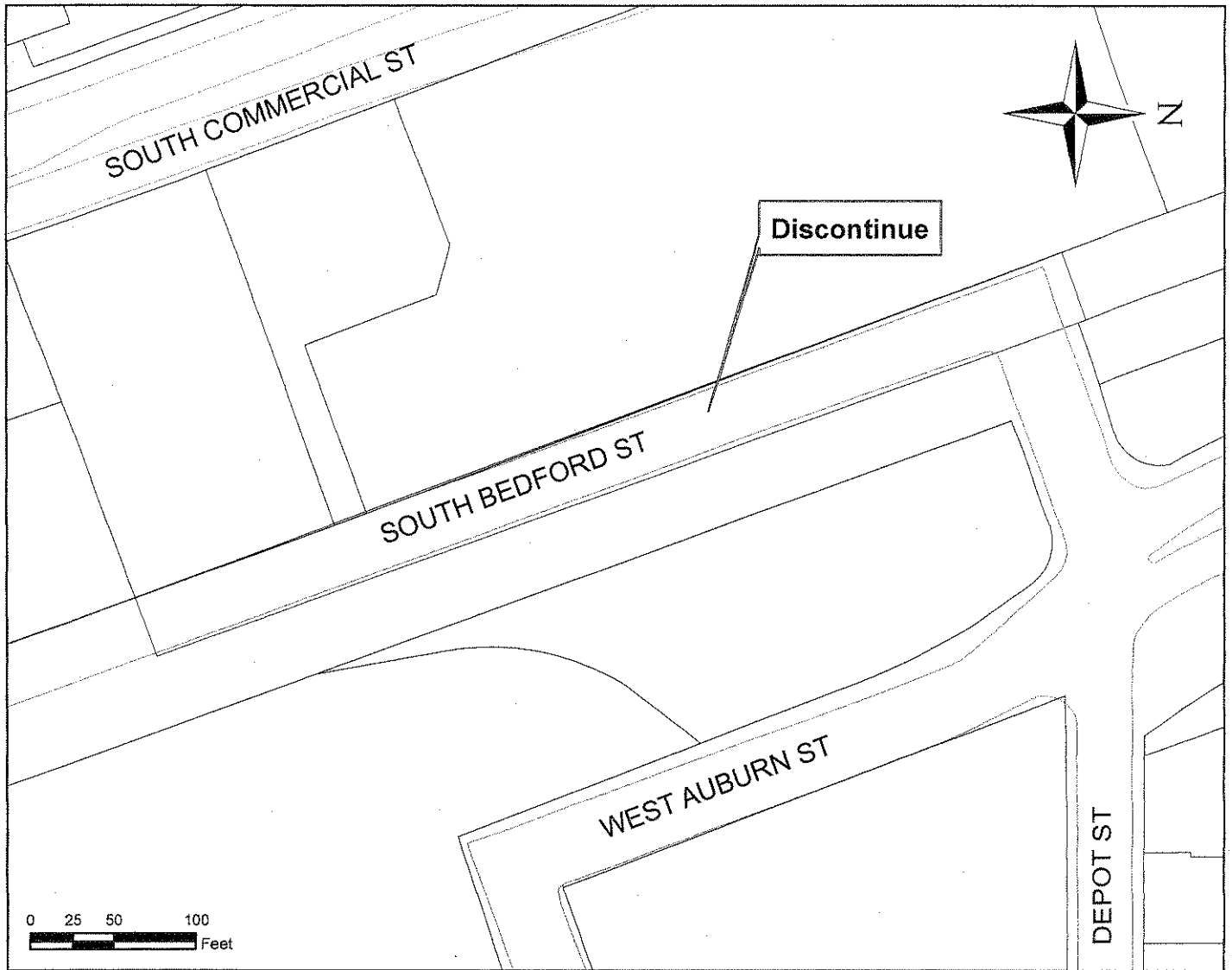
Frank Thomas, P.E.
Public Works Director

MJM

cc: File

cc: Paul Borek





Proposed Street Discontinuance
South Bedford Street



Manchester, NH
 February 13, 2006

17

8-14-06 Tabled

10 23-06
Blodgett Park
Still Tabled

LeBlond-Kang, Paula

To: MacKenzie, Robert; Maranto, Samuel

Cc: Ludwig, Ron; Deprima, Charles

Subject: Blodgett Park and Blacksmith Shop

At the August 1st meeting of the Board the two items above were brought up under new business and referred to CIP. To make it easier for you I've attached excerpts of the minutes regarding these two matters. I believe we will be having a CIP Committee meeting over the next couple of weeks (exact date not yet known) but I thought you'd like a "heads up".

Paula LeBlond-Kang
Deputy Clerk
Office of the City Clerk
One City Hall Plaza
Manchester, NH 03101
(603) 624-6480 (work)
(603) 624-6481 (fax)

18

DRAFT

Mayor Guinta stated enforce the ordinance.

Alderman Forest stated absolutely. They're getting out of hand already and we're only two days into it.

Mayor Guinta called for a vote on the motion. There being none opposed, the motion carried.

Mayor Guinta asked are there any other items of new business?

Alderman Forest replied I also have one more. I have asked Ron Ludwig and Chuck DePrima for Parks and Recreation...I received a couple of e-mails last week from one high school constituent and one lady who lives on Dunbarton Road. There was a swing set down at Blodgett Park which is in the Maxwell Pond area and also a basketball court there that's probably been there 60 years in real disrepair. I know I talked to Chuck DePrima from Parks and Recreation about it and Ron and they have informed me that a small minimum size playground is \$150,000 but there are low-income people living at Garden Drive, English Village and all that...they did use that swing set and what I'm trying to do is get this Board to at least find a way to put the playground back in and resurface that basketball court down there for the kids and so everyone else can use that park at Maxwell Pond. Again, I've asked Ron to research it...they're not cheap and moved that the request be referred to the Committee on Community Improvement. Alderman O'Neil duly seconded the motion. There being none opposed, the motion carried.

to ask

8-9-06 10:01 AM
10-23-06 Remained
Tabled



**City of Manchester
Department of Finance**

One City Hall Plaza
Manchester, New Hampshire 03101
Phone: (603) 624-6460
Fax: (603) 624-6549

August 9, 2006

Alderman Michael Garrity
C/O Mr. Leo Bernier
City Clerk
One City Hall Plaza
Manchester, NH 03101

Dear Alderman Garrity,

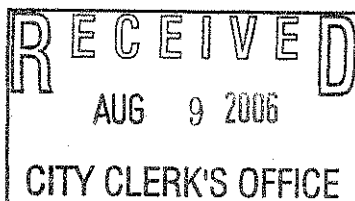
Attached is a copy of correspondence from Lowell Terrace Associates proposing a mortgage/debt consolidation for the property on the northwest corner of Lowell and Chestnut Streets. This is the item that I spoke to you about last week. With your permission, I would like to have the item discussed at the next CIP Committee meeting.

The proposal from the partnership has already been reviewed by the City Solicitor, Economic Development Director, and the Mayor's Office. Please feel free to contact me with any questions.

Sincerely,

Kevin A. Clougherty
Finance Officer

C: Thomas Clark
Paul Borek
Randy Sherman
Mayor Frank Guinta
Ken Edwards, MHRA
Peter Morgan, Property Services
Tom Musgrave, William Steele Associates



WILLIAM STEELE & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

40 STARK STREET

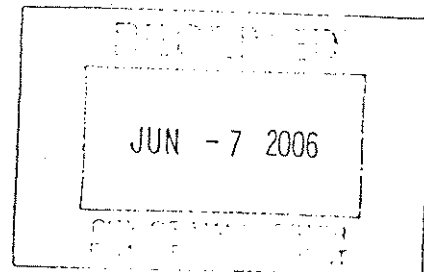
MANCHESTER, NEW HAMPSHIRE 03101

OFFICE 603-622-8881

FAX 603-647-4520

June 6, 2006

Mr. Kevin Clougherty, Finance Director
City of Manchester
One City Hall Plaza East
Manchester, NH 03101



RE: Lowell Terrace Associates

Dear Kevin:

Thank you for arranging the meeting on May 4, 2006. The meeting and subsequent telephone call the week of the 22nd was helpful. I believe we have reached some meaningful preliminary agreements concerning the terms of the original Promissory Note (Note) and subsequent amendment and modifications that will allow us to resolve the remaining issues to our mutual satisfaction.

Based on our discussions, it is my understanding that Lowell Terrace Associates (LTA) and the Manchester Housing Authority (City) agree on the following.

First, the \$1,250,000 portion of the Note is not due at this time. LTA and the City agree that the 1994 Promissory Note Amendment and subsequent modifications have extended the due date of the \$1,250,000 portion of the Note to July 1, 2013. The principal balance outstanding on this portion of the loan was \$559,811 as of December 31, 2005. Based on continuing monthly payments of \$6,885.71, this portion of the loan will be paid in full on July 1, 2013.

Second, the \$250,000 portion of the Note is due. As you know, this \$250,000 portion of the original loan has all of the characteristics of a fifty percent (50%) equity interest in the partnership. These characteristics will be described in more detail in the paragraphs that follow. The City has asked LTA to make a proposal concerning the amount of the pay off.

LTA is prepared to make the City an offer to settle the \$250,000 portion of the original loan and, once the City has reviewed and accepted the proposal, LTA will immediately seek replacement financing to pay off the City.

The original Note terms relating to the \$250,000 portion of the loan have all of the characteristics of a 50% equity interest in the partnership. Section 4 of the Note contains these provisions.

Section 4.a) of the Note describes LTA's obligation to pay interest to the City equal to 50% of the project's cash flow. In this regard, whenever LTA has made cash distributions of accumulated cash flow to its partners, a corresponding and equal cash payment has been made to the City. In connection with its settlement proposal, LTA is prepared to pay to the City 50% of the cash in its accounts, excluding cash held by LTA representing tenant deposits.

Mr. Kevin Clougherty, Finance Director

June 6, 2006

Page 2

Section 4.b) of the Note describes LTA's obligation on the twentieth anniversary date of the loan. There has been some disagreement and or misunderstanding concerning this particular provision of the loan. The City, as I understand it, feels that it would be inappropriate to reduce its entitlement under Section 4.b) of the Note by the balance outstanding on the \$1,250,000 portion of the loan. LTA maintains that the balance outstanding on the \$1,250,000 portion of the loan must be taken into account when calculating the City's entitlement. If the outstanding balance on the \$1,250,000 portion of the loan were not taken into account, the City would receive a payment exceeding the value of its 50% equity interest in the project.

Neither party expected an outstanding balance on the \$1,250,000 portion of the loan when the balloon payment due date provision for the \$250,000 portion of the loan was drafted in 1984. However, due to economic circumstances beyond the control of LTA and the City, the project was not able to service its debt and fell behind on its property taxes. Rather than assert its rights as a lien holder entitled to the delinquent property taxes, or assert its rights as the holder of the Note (which was headed into default), the City agreed to certain modifications of the Note in lieu of initiating action to take possession of the partnership's property. I submit to you that the City's actions were well reasoned and were motivated, in principal part, by the desire to protect its right to repayment of the entire outstanding balance of the loan (a balance exceeding \$1,217,000 at the time). It is not inconceivable that the City could have lost hundreds of thousands of dollars had it chosen to take possession of the property in 1994. Instead, the City acted in a manner that was both prudent and in its best interests as a lender and owner of 50% of the partnership equity. The City's actions also allowed the partners of LTA an opportunity to salvage their own 50% equity interest.

In LTA's opinion, the City's balloon payment entitlement on the \$250,000 portion of the original Note must take into account the balance outstanding on the \$1,250,000 portion of the Note. If the City's entitlement were calculated in any other manner, it would contradict the business deal between LTA and the City wherein the City was awarded a 50% equity interest in the project for its \$250,000 loan.

LTA's proposal to pay off the \$250,000 portion of the loan has been determined by treating the City as a 50% equity owner in the partnership. More specifically, the attached calculations estimate the City's balloon payment entitlement under Section 4.b) of the Note by projecting the net cash proceeds available to the partnership assuming a hypothetical sale of the property on August 1, 2006, followed by a distribution of the partnership's net assets in liquidation of the partnership.

The following assumptions are integral parts of the attached calculations.

1. The market value of the property is equal to its assessed value of \$1,255,800.
2. The outstanding principal balance on the \$1,250,000 portion of the loan is \$515,536 on August 1, 2006.

Mr. Kevin Clougherty, Finance Director
June 6, 2006
Page 3

3. A 4% commission would be paid to a third-party broker to facilitate the sale.
4. A New Hampshire real estate transfer tax equal to .75% of the market value would be payable.
5. A New Hampshire Business Profits Tax equal to 8.5% of the gain recognized on sale would be payable.
6. There will be approximately \$150,000 of cash or marketable securities in the partnership's accounts on August 1, 2006.

Based upon the assumptions listed above, LTA estimates the City's entitlement on the \$250,000 portion of the original loan to be \$367,065.

After you have had an opportunity to review this proposal and discuss it with other interested parties, please call me and let me know how you would like to proceed.

Very truly yours,

WILLIAM STEELE & ASSOCIATES, P.C.



Thomas W. Musgrave, CPA

Enclosure

cc: Richard W. Hale w/enclosure
Peter A. Morgan w/enclosure

LOWELL TERRACE ASSOCIATES
HYPOTHETICAL SALE AND LIQUIDATION ANALYSIS
AS OF AUGUST 1, 2006

PROJECTED CASH AVAILABLE UPON LIQUIDATION

Estimated Cash and Value of Marketable Securities	150,000
Net Sale Proceeds - See Below	<u>1,196,150</u>
Estimated Cash Balance and Marketable Securities Value	1,346,150
Projected NH Business Profits Tax	(96,484)
Payoff Balance on \$1,250,000 Portion of Loan	<u>(515,536)</u>
Net Cash Available for Distribution	734,129
City's Equity Interest	<u>50.0%</u>
City's Equity Entitlement	<u><u>367,065</u></u>

HYPOTHETICAL SALE OF PROPERTY

Gross Sale Proceeds	1,255,800	Based on Assessed Value
Third-Party Commission @ 4%	(50,232)	
Real Estate Transfer Tax	<u>(9,419)</u>	.75% x 1,255,800
Net Sale Proceeds	<u>1,196,150</u>	
Adjusted Tax Basis of Property	<u>(61,040)</u>	
Projected Gain on Sale of Property	1,135,110	
NH Business Profits Tax Rate	<u>8.5%</u>	
Projected NH Business Profits Tax	<u><u>96,484</u></u>	

19



**City of Manchester
Department of Finance**

One City Hall Plaza
Manchester, New Hampshire 03101
Phone: (603) 624-6460
Fax: (603) 624-6549

August 17, 2006

Alderman Michael Garrity, Chairman
Committee on Community Improvement
C/o Office of the City Clerk
One City Hall Plaza
Manchester, NH 03101

RE: Lowell / Weston Terrace

Dear Alderman Garrity,

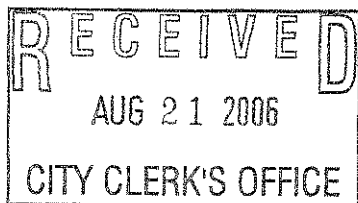
As per the request made at the August 14th CIP meeting, attached please find copies of the following agreements relating to the Lowell Street project:

- Promissory note
- Promissory note amendment
- Note obligations – Weston Terrace
- Mortgage and Security Agreement

Respectfully submitted,

Randy Sherman

Cc: CIP Committee Members
Tom Arnold



*memo re
copy of pay to*
Weston Terrace

12/2/84

PROMISSORY NOTE

FOR VALUE RECEIVED, Lowell Terrace Associates, a New Hampshire General Partnership, having a mailing address of 116 Lowell Street, Manchester, New Hampshire, 03101 ("Maker"), promises to pay to MANCHESTER HOUSING AUTHORITY, ("Lender"), or to its order, at its principal office at 198 Hanover Street, Manchester, New Hampshire, 03101, the principal sum of ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000.00) DOLLARS or so much thereof as is then outstanding under this Note, together with interest in arrears on the unpaid principal balance from time to time outstanding from the date hereof until the entire principal amount due hereunder is paid in full at the rate hereinafter provided.

Payments of interest and principal shall be payable as follows:

1. Interest on \$1,250,000.00 shall be calculated on the basis of the actual number of days elapsed over a year of 360 days and shall be at an annual rate equal to three (3%) per cent.

2. Upon completion of the construction and rehabilitation of the so-called Weston Terrace building on Lowell Street in said Manchester (Mortgaged Property) or on June 30, 1985, whichever is sooner, and for a period of three (3) years from such date, interest only shall be paid based on a principal amount of ONE MILLION TWO HUNDRED FIFTY THOUSAND (\$1,250,000.00) DOLLARS. Payments of such interest shall be made monthly in arrears.

3. Upon the expiration of the three (3) year period, but no later than June 30, 1988, monthly payments in the amount of \$7,829.69 shall be made on the 1st day of each month payable in

arrears. (Said monthly payment being based on a loan schedule for amortizing a loan of \$1,250,000.00 for 17 years at 3%.) All unpaid principal together with any unpaid interest shall be due and payable on the 20th anniversary of the date of this Note.

4. In addition to the foregoing payments, repayment of the remaining TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS of principal and interest shall be made as follows:

- a) Upon completion of the said construction and for a period of twenty (20) years thereafter, there shall be paid as interest a sum equal to one-half (1/2) of the net cash flow received from operation of the Mortgaged Property. Net Cash Flow as used herein is defined as operating revenues of the Mortgaged property (without deduction for depreciation) less debt service, a reasonable management fee (which fee shall not exceed 7% of gross income), real estate taxes, reasonable operating expenses and reasonable reserves for replacement and no deduction of any kind is permitted for payments of principal or interest on the Note given by Maker to purchase the Mortgaged Property.

There shall be no refinancing, sale or other disposition of the Mortgaged Property during the term of this loan without the consent of the Lender.

- b) At the expiration of twenty (20) years after the date of the first payment made in the preceeding paragraph a), a balloon payment of principal and interest shall be made which shall be a sum equal to

one-half (1/2) of the fair market value of the Mortgaged Property. In the event the Maker and Lender shall be unable to agree on the fair market value then the question shall be decided in accordance with the rules of the American Arbitration Society, which decision shall be final and binding.

Any payments received hereunder shall be applied first to any interest then due and owing hereunder and then to principal then outstanding.

This Note is secured by a Mortgage and Security Agreement of the Maker of even date herewith ("Mortgage") covering certain real estate located in Manchester, New Hampshire, the said Regulatory Agreement and Loan Agreement of the Maker of even date herewith, various other financing instruments, and the personal guaranty of Peter A. Morgan and Richard W. Hale, each of even date herewith, and together with any other instrument securing this Note being hereinafter collectively referred to as the "Security Instruments". This Note is entitled to all of the benefits of the Security Instruments and specific reference is hereby made to such instruments for all purposes.

This Note may not be prepaid in whole or in part without the consent of the Lender.

Upon the occurrence of any of the following (each of which events shall be an Event of Default hereunder):

- (i) the failure of Maker to make any payment of principal or interest hereunder within ten (10) days after the same is due, or

- (ii) an Event of Default as described and defined in any of the Security Instruments or any other instrument evidencing any indebtedness of the Maker to the Lender and the expiration of any period provided in such instrument to cure such default,

then the holder hereof may declare the entire unpaid principal balance hereunder immediately due and payable without notice, demand, presentment and may exercise any of its rights under any of the Security Instruments. In the event that the Lender or any subsequent holder of this Note shall exercise or endeavor to exercise any of its remedies hereunder or under any of the Security Instruments, the Maker shall pay on demand all reasonable costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and the Lender may take judgment for all such amounts in addition to all other sums due hereunder. Irrespective of the exercise or nonexercise of any of the aforesaid rights, if any payment of principal or interest hereunder is not paid in full within ten (10) days after the same is due, the Maker shall pay to the holder a processing fee on such unpaid amount equal to six (6%) percent of such late payment.

In the event of default and acceleration of the due date by the holder pursuant to the terms of this Note, the principal balance due under Section 4(b) shall be calculated as follows:

- a) The fair market value of the Mortgaged Property shall be determined;
- b) The unpaid principal amount of the \$1,250,000.00 loan amount together with any unpaid interest (as set forth in Sections 2 and 3 of this Note) shall be deducted;

c) One half of the balance shall be due the Lender.

In the event the Maker and the Lender shall be unable to agree on the fair market value then the question shall be decided in accordance with the rules of the American Arbitration Society, which decision shall be final and binding.

The Maker waives presentment for payment, protest and demand, and notice of protest, demand and/or dishonor and nonpayment of this Note, notice of any event of default under the Security Instruments except as specifically provided therein, and all other notices or demands otherwise required by law that the Maker may lawfully waive. The Maker expressly agrees that this Note, or any payment hereunder may be extended from time to time, without in any way affecting the liability of the Maker. No unilateral consent or waiver by the Lender with respect to any action or failure to act which, without consent would constitute a breach of any provision of this Note shall be valid and binding unless in writing and signed by the Lender.

The rights and obligations of the Maker and the Lender are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of maturity of the indebtedness evidenced hereby or otherwise, shall the amount paid or agreed to be paid to the Lender for the use, forbearance or detention of the indebtedness evidenced hereby exceed the maximum permissible under applicable law. As used herein, the term "applicable law" shall mean the law in effect in the State of New Hampshire as of the date hereof. If, from any circumstances whatsoever, fulfillment of any provision hereof or of any provision of the Security Instruments at the time performance of

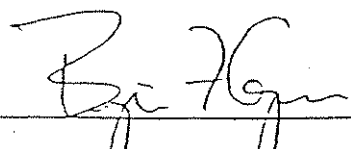
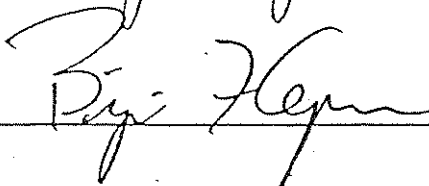
such provision shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall automatically be reduced to the limit of such validity, and if from any circumstances the Lender should ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the principal balance evidenced hereby and not to the payment of interest. This provision shall control every other provision of all agreements between the Maker and the Lender.

The Maker shall remain primarily liable on this Note and the Security Instruments until full payment, unaffected by an alienation of the Mortgage Premises, by any agreement or transaction between the Lender and any subsequent owner or alienee of the Mortgage Premises as to payment of principal and interest, or other moneys, by any forbearance or extension of time, guaranty or assumption by others, or by any other matter, as to all of which notice is hereby waived by the Maker.

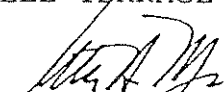
At the sole option of the Lender, this Note may be assigned to the City of Manchester.

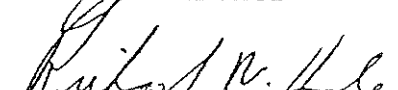
IN WITNESS WHEREOF, the Maker executed this Note on this 14th day of December, 1984.

WITNESS:

LOWELL TERRACE ASSOCIATES

By: 
Peter A. Morgan
General Partner

By: 
Richard W. Hale
General Partner

PROMISSORY NOTE AMENDMENT

FOR VALUE RECEIVED, Lowell Terrace Associates, a New Hampshire General Partnership, having a mailing address of 116 Lowell Street, Manchester, New Hampshire, 03103 and the City of Manchester, a municipal corporation, having an address of 908 Elm Street, Manchester, New Hampshire, 03101 hereby agree to amend the Promissory Note in the principal sum of ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000.00) DOLLARS dated December 14, 1994, as voted by the Board of Mayor and Aldermen on December 21, 1993 as follows:

Payments of interest and principal relating to the repayment of the \$1,250,000.00 portion shall be payable as follows:

1. Beginning on February 1, 1994 and continuing for fifteen (15) consecutive months payments shall total One Hundred (\$100.00) per month.

2. Beginning with the monthly payment due on May 1, 1995 and all subsequent payments, the monthly amount due shall be as is shown on the attached payment schedule. (Attachment A)

Further, Lowell Terrace Associates agrees to the following:

1. To cease all payments on an improvement loan held by Carolyn C. Morgan, Inc.

2. To bring all property taxes assessed on the so called Weston Terrace Building on Lowell Street current within this fifteen month period. The term "current" shall mean the payment of all real estate taxes levied through the 1994 tax year.

3. To submit mont^hly statements to the City of Manchester CIP Office detailing the progress made on payment of property taxes.

IN WITNESS WHEREOF the parties have executed this amendment on this _____ day of _____ 1994.

Witness: Carey C. Morgan

Witness: Carey C. Morgan

Lowell Terrace associates

By: Peter A. Morgan
General Partner

By: Richard W. Hale
General Partner

City of Manchester

Witness: _____

By: _____
John I. Snow
City Coordinator

PRINCIPAL AMOUNT: \$1,250,000.00
 TERMS (YEARS): 17
 INTEREST RATE: 3.00%
 YEAR OF LOAN: 89
 FIRST PAYMENT (MONTH): 5
 CALC MONTHLY PAYMENTS: \$7,829.68
 ACTUAL MONTHLY PAYMENT: \$7,829.68

ATTACHMENT A

PAYMENT DATE		PAYMENT DUE		BALANCE	PAYMENT MADE		BALANCE
NUMBER	DATE	PRINCIPAL	INTEREST		PRINCIPAL	INTEREST	
56	Dec-93	5,397.23	2,432.45	\$967,582.08	5,397.23	2,432.45	\$967,582.08
57	Jan-94	5,410.72	2,418.96	\$962,171.36	5,410.72	2,418.96	\$962,171.36
58	Feb-94	5,424.25	2,405.43	\$956,747.11	MINIMUM PAYMENT \$100.00 PER MONTH	2,405.43	\$964,476.79
59	Mar-94	5,437.81	2,391.87	\$951,309.30		2,411.19	\$966,787.98
60	Apr-94	5,451.41	2,378.27	\$945,857.89		2,416.97	\$969,104.95
61	May-94	5,465.04	2,364.64	\$940,392.85		2,422.76	\$971,427.71
62	Jun-94	5,478.70	2,350.98	\$934,914.15	INTEREST DUE BUT NOT PAID	2,428.57	\$973,756.28
63	Jul-94	5,492.39	2,337.29	\$929,421.76		2,434.39	\$976,090.67
64	Aug-94	5,506.13	2,323.55	\$923,915.63		2,440.23	\$978,430.90
65	Sep-94	5,519.89	2,309.79	\$918,395.74		2,446.08	\$980,776.98
66	Oct-94	5,533.69	2,295.99	\$912,862.05	ACCURED AND COMPOUNDED	2,451.94	\$983,128.92
67	Nov-94	5,547.52	2,282.16	\$907,314.53		2,457.82	\$985,486.74
68	Dec-94	5,561.39	2,268.29	\$901,753.14		2,463.72	\$987,850.46
69	Jan-95	5,575.30	2,254.38	\$896,177.84		2,469.63	\$990,220.09
70	Feb-95	5,589.24	2,240.44	\$890,588.60		2,475.55	\$992,595.64
71	Mar-95	5,603.21	2,226.47	\$884,985.39		2,481.49	\$994,977.13
72	Apr-95	5,617.22	2,212.46	\$879,368.17		2,487.44	\$997,364.57
73	May-95	5,631.26	2,198.42	\$873,736.91	5,622.66	2,493.41	\$991,741.91
74	Jun-95	5,645.34	2,184.34	\$868,091.57	5,636.72	2,479.35	\$986,105.19
75	Jul-95	5,659.45	2,170.23	\$862,432.12	5,650.81	2,465.26	\$980,454.38
76	Aug-95	5,673.60	2,156.08	\$856,758.52	5,664.93	2,451.14	\$974,789.45
77	Sep-95	5,687.78	2,141.90	\$851,070.74	5,679.10	2,436.97	\$969,110.35
78	Oct-95	5,702.00	2,127.68	\$845,368.74	5,693.29	2,422.78	\$963,417.06
79	Nov-95	5,716.26	2,113.42	\$839,652.48	5,707.53	2,408.54	\$957,709.53
80	Dec-95	5,730.55	2,099.13	\$833,921.93	5,721.80	2,394.27	\$951,987.73
81	Jan-96	5,744.88	2,084.80	\$828,177.05	5,736.10	2,379.97	\$946,251.63
82	Feb-96	5,759.24	2,070.44	\$822,417.81	5,750.44	2,365.63	\$940,501.19
83	Mar-96	5,773.64	2,056.04	\$816,644.17	5,764.82	2,351.25	\$934,736.37
84	Apr-96	5,788.07	2,041.61	\$810,856.10	5,779.23	2,336.84	\$928,957.14
85	May-96	5,802.54	2,027.14	\$805,053.56	5,793.68	2,322.39	\$923,163.46
86	Jun-96	5,817.05	2,012.63	\$799,236.51	5,808.16	2,307.91	\$917,355.30
87	Jul-96	5,831.59	1,998.09	\$793,404.92	5,822.68	2,293.39	\$911,532.62
88	Aug-96	5,846.17	1,983.51	\$787,558.75	5,837.24	2,278.83	\$905,695.31
89	Sep-96	5,860.78	1,968.90	\$781,697.97	5,851.83	2,264.24	\$899,843.51
90	Oct-96	5,875.44	1,954.24	\$775,822.53	5,866.46	2,249.61	\$893,977.01
91	Nov-96	5,890.12	1,939.56	\$769,932.41	5,881.13	2,234.94	\$888,095.91
92	Dec-96	5,904.85	1,924.83	\$764,027.56	5,895.83	2,220.24	\$882,200.11
93	Jan-97	5,919.61	1,910.07	\$758,107.95	5,910.57	2,205.50	\$876,289.51
94	Feb-97	5,934.41	1,895.27	\$752,173.54	5,925.35	2,190.72	\$870,364.21
95	Mar-97	5,949.25	1,880.43	\$746,224.29	5,940.16	2,175.91	\$864,424.01
96	Apr-97	5,964.12	1,865.56	\$740,260.17	5,955.01	2,161.06	\$858,469.01
97	May-97	5,979.03	1,850.65	\$734,281.14	5,969.90	2,146.17	\$852,499.11
98	Jun-97	5,993.98	1,835.70	\$728,287.16	5,984.82	2,131.25	\$846,514.31
99	Jul-97	6,008.96	1,820.72	\$722,278.20	5,999.78	2,116.29	\$840,514.51
100	Aug-97	6,023.98	1,805.70	\$716,254.22	6,014.78	2,101.29	\$834,499.71
101	Sep-97	6,039.04	1,790.64	\$710,215.18	6,029.82	2,086.25	\$828,469.91
102	Oct-97	6,054.14	1,775.54	\$704,161.04	6,044.90	2,071.17	\$822,425.01
103	Nov-97	6,069.28	1,760.40	\$698,091.76	6,060.01	2,056.06	\$816,365.01
104	Dec-97	6,084.45	1,745.23	\$692,007.31	6,075.16	2,040.91	\$810,289.81
105	Jan-98	6,099.66	1,730.02	\$685,907.65	6,090.35	2,025.72	\$804,199.51

PRINCIPAL AMOUNT: \$1,250,000.00
 TERMS (YEARS): 17
 INTEREST RATE: 3.00%
 YEAR OF LOAN: 89
 FIRST PAYMENT (MONTH): 5
 CALC MONTHLY PAYMENTS: \$7,829.68
 ACTUAL MONTHLY PAYMENT: \$7,829.68

PAYMENT DATE		PAYMENT DUE		BALANCE	PAYMENT MADE		BALANCE
NUMBER	DATE	PRINCIPAL	INTEREST		PRINCIPAL	INTEREST	
106	Feb-98	6,114.91	1,714.77	\$679,792.74	6,105.57	2,010.50	\$798,093.95
107	Mar-98	6,130.20	1,699.48	\$673,662.54	6,120.84	1,995.23	\$791,973.11
108	Apr-98	6,145.52	1,684.16	\$667,517.02	6,136.14	1,979.93	\$785,836.97
109	May-98	6,160.89	1,668.79	\$661,356.13	6,151.48	1,964.59	\$779,685.49
110	Jun-98	6,176.29	1,653.39	\$655,179.84	6,166.86	1,949.21	\$773,518.63
111	Jul-98	6,191.73	1,637.95	\$648,988.11	6,182.27	1,933.80	\$767,336.36
112	Aug-98	6,207.21	1,622.47	\$642,780.90	6,197.73	1,918.34	\$761,138.63
113	Sep-98	6,222.73	1,606.95	\$636,558.17	6,213.22	1,902.85	\$754,925.41
114	Oct-98	6,238.28	1,591.40	\$630,319.89	6,228.76	1,887.31	\$748,696.65
115	Nov-98	6,253.88	1,575.80	\$624,066.01	6,244.33	1,871.74	\$742,452.32
116	Dec-98	6,269.51	1,560.17	\$617,796.50	6,259.94	1,856.13	\$736,192.38
117	Jan-99	6,285.19	1,544.49	\$611,511.31	6,275.59	1,840.48	\$729,916.79
118	Feb-99	6,300.90	1,528.78	\$605,210.41	6,291.28	1,824.79	\$723,625.51
119	Mar-99	6,316.65	1,513.03	\$598,893.76	6,307.01	1,809.06	\$717,318.50
120	Apr-99	6,332.45	1,497.23	\$592,561.31	6,322.77	1,793.30	\$710,995.73
121	May-99	6,348.28	1,481.40	\$586,213.03	6,338.58	1,777.49	\$704,657.15
122	Jun-99	6,364.15	1,465.53	\$579,848.88	6,354.43	1,761.64	\$698,302.72
123	Jul-99	6,380.06	1,449.62	\$573,468.82	6,370.31	1,745.76	\$691,932.41
124	Aug-99	6,396.01	1,433.67	\$567,072.81	6,386.24	1,729.83	\$685,546.17
125	Sep-99	6,412.00	1,417.68	\$560,660.81	6,402.20	1,713.87	\$679,143.97
126	Oct-99	6,428.03	1,401.65	\$554,232.78	6,418.21	1,697.86	\$672,725.76
127	Nov-99	6,444.10	1,385.58	\$547,788.68	6,434.26	1,681.81	\$666,291.50
128	Dec-99	6,460.21	1,369.47	\$541,328.47	6,450.34	1,665.73	\$659,841.16
129	Jan-2000	6,476.36	1,353.32	\$534,852.11	6,466.47	1,649.60	\$653,374.69
130	Feb-2000	6,492.55	1,337.13	\$528,359.56	6,482.63	1,633.44	\$646,892.06
131	Mar-2000	6,508.78	1,320.90	\$521,850.78	6,498.84	1,617.23	\$640,393.22
132	Apr-2000	6,525.05	1,304.63	\$515,325.73	6,515.09	1,600.98	\$633,878.13
133	May-2000	6,541.37	1,288.31	\$508,784.36	6,531.37	1,584.70	\$627,346.76
134	Jun-2000	6,557.72	1,271.96	\$502,226.64	6,547.70	1,568.37	\$620,799.06
135	Jul-2000	6,574.11	1,255.57	\$495,652.53	6,564.07	1,552.00	\$614,234.99
136	Aug-2000	6,590.55	1,239.13	\$489,061.98	6,580.48	1,535.59	\$607,654.51
137	Sep-2000	6,607.03	1,222.65	\$482,454.95	6,596.93	1,519.14	\$601,057.58
138	Oct-2000	6,623.54	1,206.14	\$475,831.41	6,613.43	1,502.64	\$594,444.15
139	Nov-2000	6,640.10	1,189.58	\$469,191.31	6,629.96	1,486.11	\$587,814.19
140	Dec-2000	6,656.70	1,172.98	\$462,534.61	6,646.53	1,469.54	\$581,167.66
141	Jan-2001	6,673.34	1,156.34	\$455,861.27	6,663.15	1,452.92	\$574,504.51
142	Feb-2001	6,690.03	1,139.65	\$449,171.24	6,679.81	1,436.26	\$567,824.70
143	Mar-2001	6,706.75	1,122.93	\$442,464.49	6,696.51	1,419.56	\$561,128.19
144	Apr-2001	6,723.52	1,106.16	\$435,740.97	6,713.25	1,402.82	\$554,414.94
145	May-2001	6,740.33	1,089.35	\$429,000.64	6,730.03	1,386.04	\$547,684.91
146	Jun-2001	6,757.18	1,072.50	\$422,243.46	6,746.86	1,369.21	\$540,938.05
147	Jul-2001	6,774.07	1,055.61	\$415,469.39	6,763.72	1,352.35	\$534,174.33
148	Aug-2001	6,791.01	1,038.67	\$408,678.38	6,780.63	1,335.44	\$527,393.70
149	Sep-2001	6,807.98	1,021.70	\$401,870.40	6,797.59	1,318.48	\$520,596.11
150	Oct-2001	6,825.00	1,004.68	\$395,045.40	6,814.58	1,301.49	\$513,781.53
151	Nov-2001	6,842.07	987.61	\$388,203.33	6,831.62	1,284.45	\$506,949.91
152	Dec-2001	6,859.17	970.51	\$381,344.16	6,848.70	1,267.37	\$500,101.21
153	Jan-2002	6,876.32	953.36	\$374,467.84	6,865.82	1,250.25	\$493,235.39
154	Feb-2002	6,893.51	936.17	\$367,574.33	6,882.98	1,233.09	\$486,352.41
155	Mar-2002	6,910.74	918.94	\$360,663.59	6,900.19	1,215.88	\$479,452.22

PRINCIPAL AMOUNT: \$1,250,000.00
 TERMS (YEARS): 17
 INTEREST RATE: 3.00%
 YEAR OF LOAN: 89
 FIRST PAYMENT (MONTH): 5
 CALC MONTHLY PAYMENTS: \$7,829.68
 ACTUAL MONTHLY PAYMENT: \$7,829.68

PAYMENT DATE		PAYMENT DUE		BALANCE	PAYMENT MADE		BALANCE
NUMBER	DATE	PRINCIPAL	INTEREST		PRINCIPAL	INTEREST	
156	Apr-2002	6,928.02	901.66	\$353,735.57	6,917.44	1,198.63	\$472,534.78
157	May-2002	6,945.34	884.34	\$346,790.23	6,934.73	1,181.34	\$465,600.05
158	Jun-2002	6,962.70	866.98	\$339,827.53	6,952.07	1,164.00	\$458,647.98
159	Jul-2002	6,980.11	849.57	\$332,847.42	6,969.45	1,146.62	\$451,678.53
160	Aug-2002	6,997.56	832.12	\$325,849.86	6,986.87	1,129.20	\$444,691.66
161	Sep-2002	7,015.06	814.62	\$318,834.80	7,004.34	1,111.73	\$437,687.32
162	Oct-2002	7,032.59	797.09	\$311,802.21	7,021.85	1,094.22	\$430,665.47
163	Nov-2002	7,050.17	779.51	\$304,752.04	7,039.41	1,076.66	\$423,626.06
164	Dec-2002	7,067.80	761.88	\$297,684.24	7,057.00	1,059.07	\$416,569.06
165	Jan-2003	7,085.47	744.21	\$290,598.77	7,074.65	1,041.42	\$409,494.41
166	Feb-2003	7,103.18	726.50	\$283,495.59	7,092.33	1,023.74	\$402,402.08
167	Mar-2003	7,120.94	708.74	\$276,374.65	7,110.06	1,006.01	\$395,292.02
168	Apr-2003	7,138.74	690.94	\$269,235.91	7,127.84	988.23	\$388,164.18
169	May-2003	7,156.59	673.09	\$262,079.32	7,145.66	970.41	\$381,018.52
170	Jun-2003	7,174.48	655.20	\$254,904.84	7,163.52	952.55	\$373,855.00
171	Jul-2003	7,192.42	637.26	\$247,712.42	7,181.43	934.64	\$366,673.57
172	Aug-2003	7,210.40	619.28	\$240,502.02	7,199.39	916.68	\$359,474.18
173	Sep-2003	7,228.42	601.26	\$233,273.60	7,217.38	898.69	\$352,256.80
174	Oct-2003	7,246.50	583.18	\$226,027.10	7,235.43	880.64	\$345,021.37
175	Nov-2003	7,264.61	565.07	\$218,762.49	7,253.52	862.55	\$337,767.85
176	Dec-2003	7,282.77	546.91	\$211,479.72	7,271.65	844.42	\$330,496.20
177	Jan-2004	7,300.98	528.70	\$204,178.74	7,289.83	826.24	\$323,206.37
178	Feb-2004	7,319.23	510.45	\$196,859.51	7,308.05	808.02	\$315,898.32
179	Mar-2004	7,337.53	492.15	\$189,521.98	7,326.32	789.75	\$308,572.00
180	Apr-2004	7,355.88	473.80	\$182,166.10	7,344.64	771.43	\$301,227.36
181	May-2004	7,374.26	455.42	\$174,791.84	7,363.00	753.07	\$293,864.36
182	Jun-2004	7,392.70	436.98	\$167,399.14	7,381.41	734.66	\$286,482.95
183	Jul-2004	7,411.18	418.50	\$159,987.96	7,399.86	716.21	\$279,083.09
184	Aug-2004	7,429.71	399.97	\$152,558.25	7,418.36	697.71	\$271,664.73
185	Sep-2004	7,448.28	381.40	\$145,109.97	7,436.91	679.16	\$264,227.82
186	Oct-2004	7,466.91	362.77	\$137,643.06	7,455.50	660.57	\$256,772.32
187	Nov-2004	7,485.57	344.11	\$130,157.49	7,474.14	641.93	\$249,298.18
188	Dec-2004	7,504.29	325.39	\$122,653.20	7,492.82	623.25	\$241,805.36
189	Jan-2005	7,523.05	306.63	\$115,130.15	7,511.56	604.51	\$234,293.80
190	Feb-2005	7,541.85	287.83	\$107,588.30	7,530.34	585.73	\$226,763.46
191	Mar-2005	7,560.71	268.97	\$100,027.59	7,549.16	566.91	\$219,214.30
192	Apr-2005	7,579.61	250.07	\$92,447.98	7,568.03	548.04	\$211,646.27
193	May-2005	7,598.56	231.12	\$84,849.42	7,586.95	529.12	\$204,059.32
194	Jun-2005	7,617.56	212.12	\$77,231.86	7,605.92	510.15	\$196,453.40
195	Jul-2005	7,636.60	193.08	\$69,595.26	7,624.94	491.13	\$188,828.46
196	Aug-2005	7,655.69	173.99	\$61,939.57	7,644.00	472.07	\$181,184.46
197	Sep-2005	7,674.83	154.85	\$54,264.74	7,663.11	452.96	\$173,521.35
198	Oct-2005	7,694.02	135.66	\$46,570.72	7,682.27	433.80	\$165,839.08
199	Nov-2005	7,713.25	116.43	\$38,857.47	7,701.47	414.60	\$158,137.61
200	Dec-2005	7,732.54	97.14	\$31,124.93	7,720.73	395.34	\$150,416.88
201	Jan-2006	7,751.87	77.81	\$23,373.06	7,740.03	376.04	\$142,676.85
202	Feb-2006	7,771.25	58.43	\$15,601.81	7,759.38	356.69	\$134,917.47
203	Mar-2006	7,790.68	39.00	\$7,811.13	7,778.78	337.29	\$127,138.69
204	Apr-2006	7,810.15	19.53	\$0.98	7,798.22	317.85	\$119,340.47
205	May-2006	0.98	0.00		7,817.72	298.35	\$111,522.75

PRINCIPAL AMOUNT: \$1,250,000.00
 TERMS (YEARS): 17
 INTEREST RATE: 3.00%
 YEAR OF LOAN: 89
 FIRST PAYMENT (MONTH): 5
 CALC MONTHLY PAYMENTS: \$7,829.68
 ACTUAL MONTHLY PAYMENT: \$7,829.68

PAYMENT DATE		PAYMENT DUE		BALANCE	PAYMENT MADE		BALANCE
NUMBER	DATE	PRINCIPAL	INTEREST		PRINCIPAL	INTEREST	
206	Jun-2006				7,837.26	278.81	\$103,685.49
207	Jul-2006				7,856.86	259.21	\$95,828.63
208	Aug-2006				7,876.50	239.57	\$87,952.13
209	Sep-2006				7,896.19	219.88	\$80,055.94
210	Oct-2006				7,915.93	200.14	\$72,140.01
211	Nov-2006				7,935.72	180.35	\$64,204.29
212	Dec-2006				7,955.56	160.51	\$56,248.73
213	Jan-2007				7,975.45	140.62	\$48,273.28
214	Feb-2007				7,995.39	120.68	\$40,277.89
215	Mar-2007				8,015.38	100.69	\$32,262.51
216	Apr-2007				8,035.41	80.66	\$24,227.10
217	May-2007				8,055.50	60.57	\$16,171.60
218	Jun-2007				8,075.64	40.43	\$8,095.96
219	Jul-2007				8,095.83	20.24	\$0.13

MEMORANDUM OF UNDERSTANDING
BETWEEN
LOWELL TERRACE ASSOCIATES
MANCHESTER HOUSING AUTHORITY, AND
CITY OF MANCHESTER, NEW HAMPSHIRE

7/1/86
LOAN documents

5 WHEREAS. The City of Manchester (City) has agreed to provide \$1. million to the Manchester Housing Authority (Authority) to fund the renovation of the residential property at 80 Lowell Street; and

WHEREAS. The Authority has loaned \$1.5 million to Lowell Terrace Associates (Developer), \$1,250,000.00 of which is to be repaid at a 3 interest rate over 20 years, and \$250,000.00 of which is to be repaid by the Authority and the Developer sharing equally in any positive ca flow for the 20 year loan term and, at the end of 20 years, sharing equally in the value of the property; and

WHEREAS. the original terms of the agreements between the City and the Authority, and the Authority and the Developer required repayment of the 3% loan to commence June 30, 1985; and

WHEREAS. Construction delays caused the project to be completed later than anticipated (substantially completed by April 1, 1986).

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

That paragraph numbered 2 on the first page of the note is amended by striking the date of June 30, 1985 and substituting the date of May 1, 1986.

That paragraph numbered 3 on the first page of the note is amended by striking the date of June 30, 1988 and substituting the date of May 1, 1989.

That, to clarify paragraph numbered 4 on the second page of the note, the date of completion of the construction shall be April 1, 1986.

That, any late charges resulting from said construction delays are hereby waived.

In all other respects said note shall stand as written.

In Witness Whereof, the parties hereto have executed this Agreement on this the 6th day of September 1988.

Dorinda G. Trischi
Witness

[Signature]
Witness

[Signature]
Witness

LOWELL TERRACE ASSOCIATES

Rufel M. Hale
Owner/Borrower

CITY OF MANCHESTER

Emile D. Beaulieu
Mayor

MANCHESTER HOUSING AUTHORITY

Quita Chambers
Chairman

Note Obligations - Weston Terrace

Date of Note - December 14, 1984

Original outstanding principal - \$1,500,000

Interest rate for \$1,250,000 of the total note, interest at 3% per annum (calculated on a 360 day year).

Principal and interest payments beginning on date of completion of construction or June 30, 1985 whichever is sooner and for a period of 3 years, interest only to be paid on \$1,250,000 of the note. Interest to be paid monthly in arrears. After a 3 year period monthly payments in the amount of \$7,829.69 to be made on the first day of each month payable in arrears (such payments based on a loan amortization schedule of \$1,250,000 over 17 years at 3% interest).

Repayment of \$250,000 of the note, which amount to include principal and interest, to be as follows:

- 1) Upon completion of construction and for a period of 20 years, interest to be paid equal to 1/2 of net cash flow (as defined);
- 2) At the expiration of 20 years a balloon payment of principal and interest shall be made equal to 1/2 fair market value of the property.

The note has other terms concerning events of default, cures for events of default and the involvement of the American Arbitration Society on certain questions concerning value.

*Memorandum
Library of Congress
12/1/84*
Weston Terrace

PROMISSORY NOTE

FOR VALUE RECEIVED, ~~Lowell Terrace Associates~~, a New Hampshire General Partnership, having a mailing address of 116 Lowell Street, Manchester, New Hampshire, 03101 ("Maker"), promises to pay to MANCHESTER HOUSING AUTHORITY, ("Lender"), or to its order, at its principal office at 198 Hanover Street, Manchester, New Hampshire, 03101, the principal sum of ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000.00) DOLLARS or so much thereof as is then outstanding under this Note, together with interest in arrears on the unpaid principal balance from time to time outstanding from the date hereof until the entire principal amount due hereunder is paid in full at the rate hereinafter provided.

Payments of interest and principal shall be payable as follows:

1. Interest on \$1,250,000.00 shall be calculated on the basis of the actual number of days elapsed over a year of 360 days and shall be at an annual rate equal to three (3%) per cent.

2. Upon completion of the construction and rehabilitation of the so-called Weston Terrace building on Lowell Street in said Manchester (Mortgaged Property) or on June 30, 1985, whichever is sooner, and for a period of three (3) years from such date, interest only shall be paid based on a principal amount of ONE MILLION TWO HUNDRED FIFTY THOUSAND (\$1,250,000.00) DOLLARS. Payments of such interest shall be made monthly in arrears.

3. Upon the expiration of the three (3) year period, but no later than June 30, 1988, monthly payments in the amount of \$7,829.69 shall be made on the 1st day of each month payable in

arrears. (Said monthly payment being based on a loan schedule for amortizing a loan of \$1,250,000.00 for 17 years at 3%.) All unpaid principal together with any unpaid interest shall be due and payable on the 20th anniversary of the date of this Note.

4. In addition to the foregoing payments, repayment of the remaining TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS of principal and interest shall be made as follows:

- a) Upon completion of the said construction and for a period of twenty (20) years thereafter, there shall be paid as interest a sum equal to one-half ($1/2$) of the net cash flow received from operation of the Mortgaged Property. Net Cash Flow as used herein is defined as operating revenues of the Mortgaged property (without deduction for depreciation) less debt service, a reasonable management fee (which fee shall not exceed 7% of gross income), real estate taxes, reasonable operating expenses and reasonable reserves for replacement and no deduction of any kind is permitted for payments of principal or interest on the Note given by Maker to purchase the Mortgaged Property.

There shall be no refinancing, sale or other disposition of the Mortgaged Property during the term of this loan without the consent of the Lender.

- b) At the expiration of twenty (20) years after the date of the first payment made in the preceeding paragraph a), a balloon payment of principal and interest shall be made which shall be

one-half (1/2) of the fair market value of the Mortgaged Property. In the event the Maker and Lender shall be unable to agree on the fair market value then the question shall be decided in accordance with the rules of the American Arbitration Society, which decision shall be final and binding.

Any payments received hereunder shall be applied first to any interest then due and owing hereunder and then to principal then outstanding.

This Note is secured by a Mortgage and Security Agreement of the Maker of even date herewith ("Mortgage") covering certain real estate located in Manchester, New Hampshire, the said Regulatory Agreement and Loan Agreement of the Maker of even date herewith, various other financing instruments, and the personal guaranty of Peter A. Morgan and Richard W. Hale, each of even date herewith, and together with any other instrument securing this Note being hereinafter collectively referred to as the "Security Instruments". This Note is entitled to all of the benefits of the Security Instruments and specific reference is hereby made to such instruments for all purposes.

This Note may not be prepaid in whole or in part without the consent of the Lender.

Upon the occurrence of any of the following (each of which events shall be an Event of Default hereunder):

- (i) the failure of Maker to make any payment of principal or interest hereunder within ten
- (10) days after the same is due, or

- (ii) an Event of Default as described and defined in any of the Security Instruments or any other instrument evidencing any indebtedness of the Maker to the Lender and the expiration of any period provided in such instrument to cure such default,

then the holder hereof may declare the entire unpaid principal balance hereunder immediately due and payable without notice, demand, presentment and may exercise any of its rights under any of the Security Instruments. In the event that the Lender or any subsequent holder of this Note shall exercise or endeavor to exercise any of its remedies hereunder or under any of the Security Instruments, the Maker shall pay on demand all reasonable costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and the Lender may take judgment for all such amounts in addition to all other sums due hereunder. Irrespective of the exercise or nonexercise of any of the aforesaid rights, if any payment of principal or interest hereunder is not paid in full within ten (10) days after the same is due, the Maker shall pay to the holder a processing fee on such unpaid amount equal to six (6%) percent of such late payment.

In the event of default and acceleration of the due date by the holder pursuant to the terms of this Note, the principal balance due under Section 4(b) shall be calculated as follows:

- a) The fair market value of the Mortgaged Property shall be determined;
- b) The unpaid principal amount of the \$1,250,000.00 loan amount together with any unpaid interest (as set forth

c) One half of the balance shall be due the Lender.

In the event the Maker and the Lender shall be unable to agree on the fair market value then the question shall be decided in accordance with the rules of the American Arbitration Society, which decision shall be final and binding.

The Maker waives presentment for payment, protest and demand, and notice of protest, demand and/or dishonor and nonpayment of this Note, notice of any event of default under the Security Instruments except as specifically provided therein, and all other notices or demands otherwise required by law that the Maker may lawfully waive. The Maker expressly agrees that this Note, or any payment hereunder may be extended from time to time, without in any way affecting the liability of the Maker. No unilateral consent or waiver by the Lender with respect to any action or failure to act which, without consent would constitute a breach of any provision of this Note shall be valid and binding unless in writing and signed by the Lender.

The rights and obligations of the Maker and the Lender are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of maturity of the indebtedness evidenced hereby or otherwise, shall the amount paid or agreed to be paid to the Lender for the use, forbearance or detention of the indebtedness evidenced hereby exceed the maximum permissible under applicable law. As used herein, the term "applicable law" shall mean the law in effect in the State of New Hampshire as of the date hereof. If, from any circumstances whatsoever, fulfillment of any provision hereof or of any provision of the Security Instruments at the time performance of

such provision shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall automatically be reduced to the limit of such validity, and if from any circumstances the Lender should ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the principal balance evidenced hereby and not to the payment of interest. This provision shall control every other provision of all agreements between the Maker and the Lender.

The Maker shall remain primarily liable on this Note and the Security Instruments until full payment, unaffected by an alienation of the Mortgage Premises, by any agreement or transaction between the Lender and any subsequent owner or alienee of the Mortgage Premises as to payment of principal and interest, or other moneys, by any forbearance or extension of time, guaranty or assumption by others, or by any other matter, as to all of which notice is hereby waived by the Maker.

At the sole option of the Lender, this Note may be assigned to the City of Manchester.

IN WITNESS WHEREOF, the Maker executed this Note on this 14th day of December, 1984.

WITNESS:

B. H. H.
B. H. H.

LOWELL TERRACE ASSOCIATES

By: Peter A. Morgan
General Partner

By: Richard W. Hale
Richard W. Hale

19

454121

JUL 20 12 45 PM '84

MORTGAGE AND SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Lowell Terrace Associates, a New Hampshire general partnership, with a mail address of 116 Lowell Street, Manchester, New Hampshire, 03101, hereinafter referred to as the "Mortgagor" for consideration paid by Manchester Housing Authority, hereinafter referred to as the "Mortgagee", the receipt of whereof the Mortgagor does hereby acknowledge, grants, bargains, sells and conveys unto the said Manchester Housing Authority, its successors and assigns forever, with Mortgage Covenants, to secure (a) the payment of One Million Five Hundred Thousand Dollars (\$1,500,000.00) with interest thereon, as provided in the Mortgagor's Note of even date (b) the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage and the performance of all other terms as set forth in the Mortgagor's Note of even date herewith, and (c) the performance of all agreements and covenants herein contained and contained in a Construction Loan Agreement and Regulatory Agreement both of even date by and between the Mortgagor and the Mortgagee (the said Note, Construction Loan Agreement, Regulatory Agreement and this Mortgage and Security Agreement hereafter called Governing Documents).

A certain tract(s) or parcel(s) of land with all the buildings of improvements now or hereafter situated thereon in Manchester, New Hampshire, more particularly described in Exhibit A attached hereto and made a part hereof by reference; together with all building materials and supplies and all other tangible personal property intended for use in construction of buildings

003701 100443

the Mortgagor and now affixed or to be affixed, or now or hereafter located upon said land, including all appurtenant easements.

Also conveying and granting hereby as a part of the realty and as property mortgaged hereunder, all of the following articles now or hereafter on the above described premises or used therewith: All machinery, equipment, building materials and supplies, furnishings, furniture, fixtures, chattels and articles of tangible personal property, including, without limitation, furnaces, boilers, oil burners, refrigeration, air conditioning and sprinkler systems, awnings, screens, window shades, motors, dynamos, incinerators, plants and shrubbery, whether now owned or hereafter from time to time acquired by the Mortgagor, together with all substitutions replacements, additions, attachments, accessories, accretions thereto or thereof, now or in the future, situated or located on, or used or usable in connection with the buildings to be constructed on the premises described in said Exhibit A attached hereto. If the lien of this Mortgage on any fixtures or personal property be subject to a lease agreement, conditional sale agreement or chattel mortgage covering such property (the Mortgagee does not hereby consent to any such lease, conditional sale agreement or chattel mortgage), then in the event of any default hereunder all the rights, title and interest of the Mortgagor in and to any and all deposits made thereon or therefore are hereby assigned to the Mortgagee, together with the benefit of any payments now or hereafter made thereof. There are also transferred, set over and assigned by Mortgagor to Mortgagee, its successors and assigns, hereby all leases and use agreements of machinery, equipment and other personal property of Mortgagor in

10

lessee of, or entitled to use, such items, and Mortgagor agrees to execute and deliver to Mortgagee specific separate assignments to Mortgagee of such leases and agreements when requested by Mortgagee; and nothing herein shall obligate Mortgagee to perform any obligations of Mortgagor under such leases, or agreements unless it so chooses which obligations Mortgagor hereby covenants and agrees to well and punctually perform.

As further security for payment of the indebtedness and performance of the obligations, covenants, and agreements secured hereby, the Mortgagor hereby transfers, sets over and assigns to Mortgagee:

A. All rents, profits, revenues, royalties, bonuses, rights and benefits under any and all (a) leases, or (b) tenancies now existing or hereafter created of the premises or any part thereof, with the right to receive and apply the same to said indebtedness, and Mortgagee may demand, sue for and recover such payments, but shall not be required to do so; provided however, that so long as Mortgagor is not in default hereunder, the right to receive and retain such rents, issues and profits is reserved to Mortgagor. Mortgagee may notify any party obligated under such leases or tenancies to make all payments thereunder directly to Mortgagee, and Mortgagee may take control of all proceeds, accounts or bank accounts arising from such leases or tenancies, at any time, upon default of any term, condition or covenant of this Mortgage, whether or not Mortgagee has elected to accelerate any indebtedness secured hereby. All payments of proceeds received by Mortgagee under such leases or tenancies shall be applied by Mortgagee in the manner hereinafter set forth in Paragraph 2

544001 C7C 00

hereof. To carry out the foregoing, Mortgagor agrees (1) to execute and deliver to Mortgagee such conditional assignments of leases and rents applicable to the mortgaged premises as the Mortgagee may from time to time request, while this Mortgage and the debts secured hereby are outstanding, and further (2) not to cancel, accept a surrender of, reduce the rentals under, anticipate any rentals under, or modify any such leases or tenancies, or consent to an assignment or subletting thereof, in whole or in part, without Mortgagee's written consent. Nothing herein shall obligate the Mortgagee to perform the duties of the Mortgagor as landlord or lessor under any such leases or tenancies, which duties Mortgagor hereby covenants and agrees to well and punctually perform.

B. All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the premises or any interest therein or part thereof under the power or eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, including any award for change of grade of streets. Mortgagee may apply all such sums or any part thereof so received of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released. Mortgagor hereby irrevocably authorizes and appoints Mortgagee its attorney-in-fact to collect and receive any such judgments, awards and settlements from the authorities or entities making the same, to appear in any proceeding therefor, to give receipts and acquittances therefor, and to apply the same to payment on account of the debt secured hereby, whether then

matured or not; and the Mortgagor will execute and deliver to the Mortgagee on demand such assignments and other instruments as the Mortgagee may require for said purposes and will reimburse the Mortgagee for its costs (including reasonable counsel fees) in collection of such judgments and settlements.

Receipt of deposits, awards, and any other moneys or evidence thereof, pursuant to the provisions of the foregoing paragraphs A and B and any disposition of the same by Mortgagee shall not constitute a waiver of the right of foreclosure by Mortgagee in the event of default or failure of performance by Mortgagor or any covenant or agreement contained herein or any note secured hereby.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all privileges and appurtenances thereof, to the said Mortgagee and its successors and assigns, to its and their use and behoof forever. And the said Mortgagor, for itself and its successors and assigns, does hereby covenant, grant and agree to and with the Mortgagee and its successors and assigns, that until the delivery hereof it is the lawful owner of the said granted premises seized and possessed thereof in its own right in fee simple, has full power and lawful authority to grant and convey the same in manner aforesaid, that the premises are free and clear from any incumbrance whatsoever, except as otherwise herein recited, that it and its successors shall warrant and defend the same to the said Mortgagee and its successors and assigns against the lawful claims and demands of any person or persons whoever, except as otherwise herein recited; and that it will not cause or permit any lien to arise against the premises which is superior to the lien of this Mortgage.

The Mortgagor further covenants and agrees with the said Mortgagee, its successors and assigns, as follows:

1. To pay the note hereby secured and interest thereon as the same shall become due and payable, and also any other indebtedness that may accrue to the Mortgagee under the terms of this Mortgage, and to perform all other agreements set forth in said note; and to keep and perform all of Mortgagor's covenants and agreements contained in the Loan Documents, as the Loan Documents are now in effect or may be hereafter amended.

2. That the Mortgagor authorizes the holder hereof, whenever and as long as any default hereunder shall exist, to enter into and take possession of all or any part of the mortgaged premises and to use, operate, manage and control the same and conduct the business thereof and complete any unfinished construction thereon and collect the rents and profits therefrom as the holder shall deem best. Upon every such entry, the holder may from time to time, at the expense of the Mortgagor, make all such repairs, replacements, alterations, additions and improvements to the mortgaged premises as the holder may deem proper and may exercise all rights and power of the Mortgagor, either in its name or otherwise as the holder shall determine. All rents and profits from the mortgaged premises collected by the holder shall be applied to pay the expenses of holding and operating the mortgaged premises, or conducting the business thereof, of all maintenance thereof, of all repairs, replacements, alterations, additions and improvements thereto and to make all payments which the holder may be required or may elect to make, if any, for taxes, assessments, insurance, and other proper charges upon the mortgaged premises or

any part thereof, as well as charges and reasonable compensation for the services of the Mortgagee and of all persons engaged and employed in conducting the operation of the mortgaged premises. The remainder of such rents and profits, if any, shall be applied to the payment of all sums of principal and interest then due to the Mortgagee on the debt secured hereby. If and whenever, prior to a foreclosure sale of the mortgaged premises, all arrears of required payments of interest and principal, and all sums paid or advanced by the holder under any provision hereof, and the reasonable and proper charges, expenses of counsel, and all other sums then payable hereunder shall be paid or collected out of the mortgaged premises and all defaults hereunder shall have been cured, the Mortgagee may at its option surrender to the Mortgagor the possession of the mortgaged premises, and thereupon the Mortgagor and the Mortgagee shall be restored to their former position and rights hereunder in respect to the mortgaged premises, but no such surrender shall extend to or affect any subsequent default or impair any right consequent thereon. Provided, however, that in the exercise by the Mortgagee of the rights hereinabove in this paragraph contained, the Mortgagee shall not be required to waive any other rights which it may have acquired by reason of any prior default of the Mortgagor, including but not limited to the right of acceleration and foreclosure, to the end that unless the Mortgagee so elects, the holder is not required to cure past defaults with the net proceeds received from the operation of the property under an exercise of the rights granted in this paragraph, but may instead elect to apply such net proceeds to the debt, as accelerated. The

provisions of this paragraph are supplementary to the rights granted by law to the holder to enter upon and take possession of the mortgaged premises or of any part thereof for breach of conditions of this mortgage and to foreclose the same.

3. That the Mortgagor will keep the buildings, improvements and personal property now existing or hereafter erected or located on the mortgaged property and the interests and liabilities incident to the ownership thereof insured against loss by fire and such other hazards, casualties and contingencies, and in manner, form and companies as may be required by the Mortgagee. It being understood that Mortgagee's current requirements for insurance are as set forth in Exhibit B to the said Regulatory Agreement of even date herewith by and between the Mortgagor and the Mortgagee. All such insurance shall be evidenced by standard fire and extended coverage insurance policy or policies in amounts not less than necessary to comply with the applicable Coinsurance Clause percentage, but in no event shall the amount of coverage be less than the greater of the outstanding balance of the note or eighty percent (80%) of the insurable value based on replacement cost, and in default thereof the Mortgagee shall have the right to obtain such insurance at the cost of Mortgagor, such cost to be secured hereby. Such policies shall be endorsed with standard New Hampshire mortgage clause with loss payable to the Mortgagee, as its interests may appear, and shall be deposited with the Mortgagee and the Mortgagor shall deliver to the Mortgagee a new policy as replacement for any expiring policy at least fifteen (15) days before the date of such expiration; that all such policies will contain a provision or endorsement that they may not

be cancelled without ninety (90) days written notice from the insurer to the Mortgagee; that all amounts recoverable under any policy are hereby assigned to the Mortgagee, and in the event of a loss, the amount collected may, at the option of the Mortgagee, be used in any one or more of the following ways: (1) applied upon the indebtedness secured hereby, whether such indebtedness then be matured or unmatured, (2) used to fulfill any of the covenants contained herein as the Mortgagee may determine, (3) used to replace or restore the property to a condition satisfactory to the Mortgagee, or (4) released to the Mortgagor; the Mortgagee is hereby irrevocably appointed by the Mortgagor as attorney of the Mortgagor to assign any policy in the event of the foreclosure of this mortgage or other extinguishment of the indebtedness secured hereby. The insurance carrier providing the insurance shall be a carrier qualified to write such insurance in the State of New Hampshire and shall be chosen by the Mortgagor subject to the approval of the Mortgagee.

4. That the Mortgagor will pay, before the same become delinquent or any penalty attached thereto for nonpayment, all taxes, assessments and charges of every nature that may now or hereafter be levied or assessed, upon the mortgaged premises or any part thereof, or upon the rents, issues, income or profits thereof, whether any or all of said taxes, assessments or charges be levied directly or indirectly, and will pay, before the same become delinquent or any penalty attached thereto for nonpayment, all taxes which by reason of nonpayment create a lien prior to the lien of this Mortgage; and will thereupon submit to the Mortgagee such evidence of the due and punctual payment of such taxes, etc.

as the Mortgagee may require, and the Mortgagor will also pay all taxes, assessments or charges which may be levied on the note secured hereby, or on the interest thereon.

5. That the Mortgagor will keep protected in good order, repair and condition at all times the buildings and improvements (including Mortgagor's fixtures) now standing or hereafter erected or placed upon the mortgaged premises and any and all Mortgagor's appurtenances, apparatus and articles of personal property, including, but not limited to, furniture, furnishings and equipment, now or hereafter in or attached to or used in connection with said buildings or improvements, promptly replacing any of the aforesaid which may become lost, destroyed or unsuitable for use; will always maintain in good order and condition all the facilities, easements, works, and ways set forth in the description and easements of this Mortgage, whether located upon the premises hereby mortgaged or elsewhere; and will not commit or suffer any strip or waste of the mortgaged premises, or any violation of any law, regulation, ordinance or contract affecting the mortgaged premises, and will not commit or suffer any demolition, removal or material alteration of any buildings or improvements (including fixtures) on the mortgaged premises without the written consent of the Mortgagee.

6. If the Mortgagor shall neglect or refuse to keep in good repair the property conveyed by this Mortgage and Security Agreement, to replace the same as herein agreed, to maintain and pay the premiums for insurance which may be required under Paragraph 3, or to pay and discharge all taxes, assessments and charges of every nature and to whomever assessed, as provided for

in Paragraph 4, the Mortgagee may, at its election, cause such repairs or replacements to be made, obtain such insurance or pay said taxes, assessments and charges, and any amounts paid as a result thereof, together with interest thereon at the rate of fourteen percent (14%) from the date of payment, shall be immediately due and payable by the Mortgagor to the Mortgagee, and until paid shall be added and become a part of the principal debt secured hereby, and the same may be collected as a part of said principal debt in any suit hereon or upon the note; or the Mortgagee, by the payment of any tax, assessment or charge, may, if it sees fit if allowed by law, be thereby subrogated to the rights of the State, County, City and all political or governmental subdivisions. No such advances shall be deemed to relieve the Mortgagor from any default hereunder or impair any right or remedy consequent thereon, and the exercise of the rights to make advances granted in this paragraph shall be optional with the Mortgagee and not obligatory, and the Mortgagee shall not in any case be liable to the Mortgagor for a failure to exercise any such right. Mortgagee shall have no responsibility with respect to the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof.

7. Mortgagor shall, upon written request therefor, by Mortgagee to Mortgagor, which request may be withdrawn and remade from time to time at the discretion of Mortgagee, pay to Mortgagee on a monthly basis as hereafter set forth a sum equal to the municipal and other governmental real estate taxes, personal property taxes, other assessments next due on the real and

BX 3251 PG 0453

due for fire and insurance required of Mortgagor hereunder, less all sums already paid therefore, divided by the number of months to elapse not less than one (1) month prior to the date when said taxes and assessments will become delinquent and when such premiums will become due. Such sums as estimated by Mortgagee shall be paid with monthly payments of interest due pursuant to the terms of the indebtedness secured by this Mortgage and such sums shall be held by Mortgagee to pay said taxes, assessments and premiums before the same become delinquent. Mortgagor agrees that should there be insufficient funds so deposited with Mortgagee for said taxes, assessments and premiums when due, it will upon demand by Mortgagee promptly pay to Mortgagee amounts necessary to make such payments in full; any surplus funds may be applied toward the payment of the indebtedness secured by this Mortgage or credited toward future such taxes, assessments and premiums; if Mortgagee shall have commenced foreclosure proceedings, then Mortgagee may apply such funds toward the payment of the mortgage indebtedness without causing thereby a waiver of any rights, statutory or otherwise, and specifically such application shall not constitute a waiver of the right of foreclosure hereunder. Mortgagor hereby assigns to Mortgagee all the foregoing sums so held hereunder for such purposes. The Mortgagor acknowledges that the provisions hereincontained for the establishment of escrow funds are supplementary to the provisions contained in the said Regulatory Agreement of even date herewith; and that in the event of any conflict between the provisions hereof and the provisions of said Regulatory Agreement, the provisions of said Regulatory Agreement shall control.

8. That Mortgagor further covenants and agrees that this Mortgage shall constitute a security agreement with respect to any and all machinery, equipment, chattels, articles of personal property, and fixtures described and included in this mortgage, and all additions, accessions, substitutions and replacements thereto and therefore, and with respect to all rents, profits, income and charges of whatever sort Mortgagor may receive or be entitled to receive in connection with the operation of the mortgaged premises, and all of which are hereinafter referred to as the collateral and Mortgage hereby grants and conveys to Mortgagee, its successors and assigns, a security interest therein. That upon default of any term, condition or covenant of this Mortgage and acceleration of any indebtedness hereby secured, the Mortgagee may, at its discretion, require the Mortgagor to assemble the collateral and make it available to the Mortgagee at a place reasonably convenient to both parties to be designated by the Mortgagee. That the Mortgagee shall give the Mortgagor notice, by registered mail, postage prepaid, of the time and place of any public sale or other intended disposition thereof is to be made by sending notice to the Mortgagor at least thirty (30) days before the time of the sale or other disposition, which provisions for notice the Mortgagor and Mortgagee agree are reasonable; provided, however, that nothing herein shall preclude the Mortgagee from proceeding as to both real and personal property in accordance with Mortgagee's rights and remedies in respect of the real property. Mortgagee shall have all of the remedies of a secured party under the Uniform Commercial Code as now in effect in the State of New Hampshire and such further remedies as may

from time to time hereafter be provided in New Hampshire for a secured party. Mortgagor agrees that all rights of Mortgagee as to said collateral and as to said real estate, and rights and interest appurtenant thereto, may be exercised together or separately and further agrees that in exercising its power of sale as to said collateral and as to said real estate, and rights and interest appurtenant thereto, and Mortgagee may sell the collateral or any part thereof either separately from or together with the said real estate, rights and interests appurtenant thereto or any part thereof, all as the Mortgagee may in its discretion elect.

9. That Mortgagor shall maintain full and correct books and records showing in detail the earnings and expenses of the mortgaged premises; will permit the Mortgagee and its representatives to examine said books and records and all supporting vouchers and data any time from time to time upon request by the Mortgagee and will submit to the Mortgagee all records and reports as more specifically required in the said Regulatory Agreement of even date.

10. That Mortgagor within seven (7) days upon request in person or within ten (10) days upon request by mail shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, and stating either that no offsets or defenses exist against the mortgage debt, or, if such offsets or defenses are alleged to exist, the nature thereof.

11. That if any action or proceeding be commenced, excepting an action to foreclose this Mortgage or to collect the debt hereby secured, to which action or proceeding the Mortgagor is made a

party by reason of the execution of this Mortgage or the Note which it secures, or in which it becomes necessary to defend or uphold the lien of this Mortgage, the Mortgagor shall, at its own expense retain competent counsel who shall diligently defend the Mortgagor in any such action or proceeding.

12. Without affecting the liability of Mortgagor or any other person for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may at any time and from time to time, either before or after the maturity of said Note and without notice or consent:

a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.

b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or other dealing with the lien or charge hereof.

c) Exercise or refrain from exercising or waive any right Mortgagee may have.

d) Accept additional security of any kind.

e) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

13. Mortgagor shall maintain and preserve the parking areas, common areas, passageways and drives, now or hereafter existing on the mortgaged premises, and, without prior written consent of

Mortgagee, no building or other structure shall be erected thereon and no new buildings or additions to existing buildings shall be erected thereon and no new buildings or additions to existing buildings shall be erected on the remainder of the premises herein mortgaged.

14. That the Mortgagor has obtained or will obtain prior to or at completion of any construction all governmental approvals then required by valid law for the acquisition and the commencement of construction, ownership and operation of the mortgaged premises and that at any time the then existing use or occupancy of the mortgaged premises shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, that Mortgagor shall not cause or permit such use or occupancy to be discontinued without the prior written consent of the Mortgagee.

15. Mortgagor shall submit to the Mortgagee for Mortgagee's examination and approval in writing prior to the execution, delivery and commencement thereof, the form, terms and conditions of all leases, tenancies and occupancies of the premises mortgaged hereby and any part thereof; any such leases, tenancies and occupancies, not so approved, shall not be valid; and Mortgagor at its cost and expense, upon request of Mortgagee, shall cause any parties in possession of the premises under any such leases, tenancies and occupancies, not so approved, to vacate the premises immediately; and Mortgagor acknowledges that Mortgagee may from time to time at its option enter upon the mortgaged premises and take any other action in court or otherwise to cause such parties to vacate the premises; the costs and expenses of Mortgagee in so

doing shall be paid by Mortgagor to Mortgagee on demand thereof and shall be part of the indebtedness secured by this Mortgage as costs and expenses incurred to preserve and protect the security; such rights of Mortgagee shall be in addition to all its other rights as Mortgagee, including the right of foreclosure, for breach by Mortgagor in the requirements of this Paragraph.

16. That receipt and disposition of rents, income of the premises, insurance proceeds, eminent domain awards, or any other sums under the provisions of the Loan Documents by Mortgagee shall not be a waiver or release of any rights of the Mortgagee, including but not limited to, the right of foreclosure or acceleration of the Note, whether such receipt or disposition shall be before or after exercise of any such rights.

In the event of default, the Mortgagee for itself, its successors and assigns, shall have the right (given to it under the law of New Hampshire) to pursue various remedies simultaneously, including the right to receive the rents, income and profits, to sue on the Note, and at the same time to conduct foreclosure proceedings until full satisfaction of the obligation of all sums due hereunder is obtained.

The Mortgagor shall have the right to contest by appropriate legal proceedings, but without cost or expense to the Mortgagee, the validity of any laws, ordinances, orders, rules and regulations affecting the mortgaged premises if compliance therewith may legally be held in abeyance without the sufference of any charge, lien or liability against the mortgaged premises, and the Mortgagor may postpone compliance therewith until the final determination of any such proceedings, provided they shall

be prosecuted with due diligence and dispatch, and if any lien or charge is incurred, the Mortgagor may, nevertheless, make the contest and delay compliance, provided the Mortgagee is furnished with security, reasonably satisfactory to it, against any loss of injury by reason or such noncompliance or delay.

AND IT IS HEREBY AGREED that if default be made in the payment of any installment due under said Note, or if default be made in the performance of any of the covenants, conditions or payments hereunder other than the covenant to pay said Note, or any other instrument given as security for the said Note, or under the Governing Documents (and such default shall remain uncured after 30 days written notice from Mortgagee) or if by order of a court of competent jurisdiction a receiver or liquidator or trustee of the Mortgagor for the time being of the mortgaged premises shall be appointed and shall not have been discharged within forty-five (45) days, or if by decree of such court such Mortgagor shall be adjudicated bankrupt or insolvent and such decree shall continue to be undischarged and unstayed for forty-five (45) days after the entry thereof, or if a petition to reorganize such Mortgagor pursuant to the Federal Bankruptcy Act or any other similar statute applicable to such Mortgagor as now or thereafter in effect shall be filed against such Mortgagor and shall not be dismissed within forty-five (45) days after such filing, or such Mortgagor shall file a petition in voluntary bankruptcy under any provision of any bankruptcy law, or shall

consent to the filing of any bankruptcy or reorganization petition under such law, or if (without limitation of the generality of the foregoing) such Mortgagor shall file a petition for an arrangement or to reorganize such Mortgagor pursuant to the Federal Bankruptcy Act or any other similar statute applicable to such Mortgagor, as now or hereafter in effect, or if such Mortgagor shall institute any proceeding for its dissolution or liquidation, or shall make an assignment for the benefit of creditors, or shall admit in writing inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of such Mortgagor, then the full principal sum or any unpaid balance of the debt secured hereby together with interest and all advances, if any, shall immediately become due and payable at the option of the Mortgagee or its successors or assigns and the said Mortgagee or its legal representatives or assigns may advertise the premises for sale by publication of notice in some newspaper as required by New Hampshire Revised Statutes Annotated, and having served copies of said notice upon the Mortgagor in the manner required by the New Hampshire Revised Statutes Annotated and all amendments thereto relating to the foreclosure of power of sale mortgages, may sell the premises at public auction held on or near part of the premises to the highest bidder; and the deed thereof of the Mortgagee, or its assigns or legal representatives, in pursuance of such sale, shall convey to the purchaser an indefeasible title to the premises, discharged of all rights of redemption by the Mortgagor, its successors or assigns, or any person claiming from, by or under it; and such purchaser shall in no way be answerable for the application of the purchase price;

and the Mortgagee or its legal representatives shall apply the proceeds in payment of such fees, costs, charges and expenses, including attorneys' reasonable fees, and in payment of this mortgage indebtedness, paying the balance, if any, to the Mortgagor or its legal representatives.

This mortgage is given upon the statutory condition as well as the foregoing conditions for the breach of any of which or upon any default whatsoever thereunder, and in addition to any other right or remedy hereinabove or otherwise appearing, the Mortgagee shall have and may exercise statutory power of sale, reference being made hereby to the laws of the State of New Hampshire.

PROVIDED, NEVERTHELESS, that if the said Mortgagor, its successors or assigns, pay to the said Mortgagee, or its successors or assigns, the principal balance with interest and comply with all terms as set forth in the Mortgagor's note of even date herewith during such time as said principal sum or any part thereof shall remain unpaid and shall pay said interest in installments and the whole sum in any event on or before the date the said note matures, or earlier, all as provided in said Note, and until such payment shall pay all taxes, insurance premiums and escrow deposits, and assessments on the granted premises, to whosoever laid or assessed, and shall not commit nor suffer any strip or waste of the granted premises, nor default in any of the Mortgagor's covenants or obligations, nor commit any breach of any covenant herein contained, or in the Loan Documents, then this deed shall be void; otherwise it shall remain in full force and virtue.

Any demand, notice or request by either party to the other

7
0
4
0
0
1
0
7
0
0

shall be sufficiently given if delivered to the party intended to receive the same, or if mailed by registered or certified mail addressed to such party at the address of such party stated below, or at such other address as may be stated in a notice delivered or mailed as herein provided.

The covenants and agreements herein contained shall bind, and the benefit and advantages thereof shall inure to, the respective heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

In the event of any conflict between the terms, covenants, conditions and restrictions contained in the Mortgage and as contained in the Loan Documents, the term, covenant, condition or restriction which imposes the greater burden or obligation upon the Mortgagor shall control. The determination as to which term, covenant, condition or restriction is the more burdensome or imposes the greater obligation shall be made by the Mortgagee in its sole discretion.

In any case where any one or more of the provisions of this Mortgage are held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision hereof.

For the purpose of this Mortgage and Security Agreement constituting a financing statement under the Uniform Commercial Code the addresses of the parties are:

Mortgagor (Debtor)

116 Lowell Street
Manchester, NH 03101

Mortgagee (Secured Party)

198 Hanover Street
Manchester NH 03101

304001-107000

At the option of the Mortgagee, this Mortgage and Security Agreement may be assigned to the City of Manchester.

IN WITNESS WHEREOF, Lowell Terrace Associates, has hereunto set its hand this 14th day of December, 1984.

WITNESS:

B. J. Flynn
B. J. Flynn

Lowell Terrace Associates
(Debtor)

By: Peter A. Morgan
Peter A. Morgan,
General Partner

By: Richard W. Hale
Richard W. Hale,
General Partner

Wm. H. Craig

Manchester Housing Authority
(Secured Party)

By: David D. Mac
Title: Executive Director

THE STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS.

The foregoing instrument was acknowledged before me this 15th day of December, 1984, by Peter A. Morgan and Richard W. Hale, general partners of Lowell Terrace Associates, a New Hampshire general partnership, on behalf of the partnership.

B. J. Flynn
Justice of the Peace

EX 3251 PG 0464

EXHIBIT A

A certain parcel of land with the buildings thereon located on Lowell Street in Manchester, County of Hillsborough and State of New Hampshire bounded and described as follows:

Southerly on Lowell Street there measuring ninety-two (92) feet; easterly on Chestnut Street, there measuring one hundred (100) feet, northerly on a passageway, there measuring seventy-nine (79) feet and westerly on Lot No. 366, there measuring one hundred (100) feet.

Said premises are known as Lot No. 365 on the Amoskeag Manufacturing Company's plan of lots.

Being the same premises conveyed by Warranty Deed from William P. Spanos and Mary K. Spanos to Lowell Terrace Associates dated December 14, 1984 and to be recorded in the Hillsborough County Registry of Deeds.

DX 3251 100465



Kevin A. Dillon, A.A.E.
Airport Director

10-23-06 *Tabled*
Pending Solicitor review

One Airport Road
Suite 300
Manchester, NH
03103-3395
Tel: 603-624-6539
Fax: 603-666-4101
www.flymanchester.com

05 October 2006

The City of Manchester
Board of Mayor & Alderman
One City Hall Plaza
Manchester, NH 03101

Re: Discontinuance of Pamela Circle Off Brown Ave.

To the Honorable Board:

I am requesting the consent of the Board of Mayor & Alderman to accept this request for the discontinuance of Pamela Circle. The road is located off the intersection of Brown Avenue and Hazelton Avenue, and is further identified by the attached subdivision plan of Lot 7 & 7A, Map 710 as recorded in the county of Hillsborough Registry of Deeds as plan # 16516. All of the related homes in the subdivision were acquired by the Airport and removed, as required by the Federal Aviation Administration, to protect the Runway Protection Zone associated with Runway 6. The road should be removed from City records and from the scheduled City's Highway maintenance route.

Therefore, I respectfully request that for the accommodation of the public the Manchester Board of Mayor and Alderman accept the discontinuance of Pamela Circle.

I will be available to answer your questions regarding this request at the next Board Meeting scheduled for Tuesday, November 14, 2006. I thank you for your time and consideration.

Sincerely,

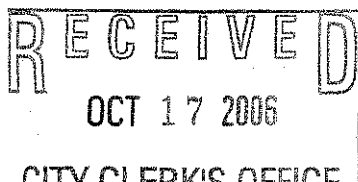
A handwritten signature in cursive script that reads 'Kevin A. Dillon'.

Kevin A. Dillon, A.A.E.
Airport Director

Enclosure

KAD/mjv

Cc: David Bush
Richard S. Fixler



20

[illegible]

SUBDIVISION PLAN OF LAND OF GENOVEFF, ALBRANDI, BY WALTER F. ONEILL
SEPTEMBER 19, 1981

HEREBY CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL FIELD SURVEY AND HAS A MAXIMUM ERROR OF CLOSURE OF 1/10,000 ON ALL PROPERTY LINES IN AND BORDERING THE SUBJECT PROPERTY.

William J. Leonard L.T.S.
 2-23-83 date

MANCHESTER

St. Francis Church, 3221 Brown Ave., Manchester, N.H. 03104
Stephen B. Joon, 3271, 3316 Brown Ave., Manchester, N.H. 03104
Rose A. Horne, 14 Devon Street, Manchester, N.H. 03104
Richard LaBerge, 3302 Brown Ave., Manchester, N.H. 03104
Kiro Construction, 5 Spenceridge Drive, Manchester, N.H. 03104
Nina Janberg, 3333 Brown Ave., Manchester, N.H. 03104

LONDONDERRY

Norman Leavitt, Old Coffee Road, Deerfield, N.H.
Nina Janberg, 3333 Brown Ave., Manchester, N.H. 03104
D.C. Knapier & Davis, Nashua, N.H.
90 St. City Planning Board, Nashua, N.H.

The original mycological specimen was not favorable and they said that the amount of material was not

W.G. HOWARD INC. BOW, N.H.

LAND SURVEYING
TOPOGRAPHIC MAPPING
SEPTIC SYSTEM DESIGNS
SITE PLANNING
CONSTRUCTION LAYOUT
SUBDIVISIONS

RR 3 BOX 24 A, CONCORD, NEW HAMPSHIRE

TELEPHONE 903-228-1645
03301

BOOK NO PAGE 25
JOB NUMBER 063

BOOK NO PAGE 25
JOB NUMBER 063

BOOK NO PAGE 25
JOB NUMBER 063

BOOK NO PAGE 25
JOB NUMBER 063



**City of Manchester
Department of Highways**

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission

Edward J. Beleski
- Chairman
Joan Flurey
William F. Houghton Jr.
Robert R. Rivard
William A. Varkas

Frank C. Thomas, P.E.
Public Works Director

Kevin A. Sheppard, P.E.
Deputy Public Works Director

October 18, 2006

Community Improvement Committee of the Board of Mayor and Aldermen
City Hall
c/o Leo R. Bernier, City Clerk
One City Hall Plaza
Manchester, New Hampshire 03101

RE: PETITION TO DISCONTINUE PAMELA CIRCLE

Dear Committee Members,

We have reviewed the referenced item and have found the following:

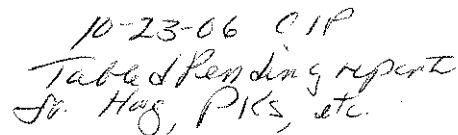
Pamela Circle was dedicated by a subdivision plan entitled "Subdivision of Lot 7 & 8, Map 710" approved April 6, 1984 by William G. Howard, L.L.S. No formal acceptance by the Board of Mayor and Aldermen was found.

The street was built and maintained by the City of Manchester. The airport expansion required the elimination of these of homes and the street. The Highway Department would support a discontinuance of the street.

Sincerely,

Frank Thomas, P.E.
Public Works Director

MJM
cc: File



I N C O R P O R A T E D

City of Manchester

Prop.#:	06007062SO
Date:	7/25/2006
S/O #:	
D/B:	

Attention	Title	Telephone and Extension	Fax	
Mr. Red Robidas	Security Manager	603-624-6543	603-628-6065	
Mailing Address A	Mailing Address B	City	State	Zip Code
One City Hall Plaza	Human Resources	Manchester	NH	03101
E-Mail Address:	rrobidas@ci.manchester.nh.us			

the following system/service:

CCTV System

Site Bldg Name	Site Street Address	Site City	State	Zip Code
City of Manchester	One City Hall Plaza	Manchester	NH	03101
Site Contact Person	Site Telephone and Extension:	Site Fax	Salesperson	
Mr. Red Robidas	603-624-6543	603-628-6065	Stacey A. Ojike	

[illegible]

Notes:

Equipment Investment:	11,076.00
Installation:	1,560.00
Total Investment:	\$12,636.00

Applicable Sales Tax And
Permit Fees Not Included

Warranty: The above equipment and installation carries our **36-month** warranty, covering all PARTS, LABOR and TRAVEL. This warranty does not apply to equipment failure or services rendered due to misuse, tampering, operator error or Acts of God.

Terms:	Deposit:	None Required	\$0.00
	Balance:	Due 30 Days from Completion of Work:	\$12,636.00

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers fully covered by Workmen's Compensation insurance.

Note: This proposal may be withdrawn by us if not accepted within: 30 Days

PELMAC Ind., Inc. Authorized Signature

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____ Customer Signature: _____ Title: _____

12 Commercial Court • Auburn, NH 03032 • 800-244-5916 • 603-623-5916 • FAX 603-647-7712

www.pelmac.com e-mail: sales@pelmac.com

"Modern Technology... Old Fashioned Service"

21